

Standard City of San José Consultant Agreement

(Non-Capital Projects)

This Agreement is between the City of San José, a municipal corporation (“City”), and Collective Impact Solutions, a California non-profit corporation (“Consultant”).

This Agreement is made and entered into this 1 day of December 2022 (“Contract Date”).

RECITALS

- A. On March 11, 2021, President Biden signed the American Rescue Plan Act (“ARPA”), that includes direct funding to cities and states. The City of San José received \$212.3 million under the bill’s Coronavirus State and Local Fiscal Recovery Fund.
- B. On April 26, 2022, the City Council approved the spending plan for \$10.5 million of ARPA funds to support children and youth focused programs and services beginning in summer 2022.
- C. The City desires to obtain services from Consultant to support the development of the Children and Youth Services Master Plan.
- D. Consultant has the necessary professional expertise and skill to perform such services.
- E. The purpose of this Agreement is to retain Consultant to perform those services specified in Exhibit A of this Agreement.
- F. These Recitals are incorporated and made a part of this Agreement.

NOW, THEREFORE, THE CITY AND CONSULTANT AGREE AS FOLLOWS:

1. AGREEMENT SCOPE

- 1.1 **General:** This Agreement sets forth the terms and conditions under which the Consultant will provide professional consulting services to the City.
- 1.2 **Exhibits:** This Agreement consists of this agreement form and the following exhibits, which are incorporated herein by reference:
 - Exhibit A:** Scope of Basic Services
 - Exhibit B:** Compensation
 - Exhibit C:** Insurance Requirements
 - Exhibit D:** Federal Fund Provisions
- 1.3 **Director:** “Director” means the City Manager or the City Manager’s designee.
- 1.4 **Business Days:** “Business Day” and “Business Days” means the day(s) on which City Hall is open to conduct business.

1.5 Entire Agreement: This Agreement is the final, complete and exclusive understanding of the parties as to the matters contained herein. It supersedes all prior communications and understandings regarding such matters.

1.6 Amendments: This Agreement may be modified only by a written amendment executed by the parties.

2. AGREEMENT TERM

The Agreement term is from December 1, 2022 to September 30, 2023, inclusive, unless terminated earlier pursuant to Section 19 below.

3. SCOPE OF SERVICES

3.1 Basic Services: “Basic Services” means the services set forth in **Exhibit A**. The Consultant must perform the Basic Services to the Director’s satisfaction.

3.2 Additional Services: “Additional Services” means the following: (a) services that are included in the Basic Services but exceed the specified level of the Basic Services, or (b) services that relate but are not included in the Basic Services.

3.2.1 Authorization: The City will not compensate Consultant for any Additional Services without the Director’s prior written authorization.

3.2.2 Director’s Authorization: The Director may authorize the Consultant to perform Additional Services up to the cumulative, maximum amount set forth in **Exhibit B** for such services. The Director must authorize the Consultant to perform Additional Services through a written amendment executed by both parties. The written amendment must set forth the scope of the Additional Services, the schedule for completing such services, and the amount and method of compensating the Consultant for such services. The Director is authorized to execute the amendment for Additional Services for the City.

4. INTENTIONALLY OMITTED

5. CITY’S CONTRACT MANAGER

The City’s contract manager for this Agreement is:

Name: Laura Buzo, Assistant to the City Manager	Phone No.: (408) 592-0372
Department: City Manager’s Office	Email: laura.buzo@sanjoseca.gov
Address: 200 E. Santa Clara Street, 17 th Floor San José, CA 95112	

The Director can change the above contract manager by giving the Consultant written notice.

6. CONSULTANT'S STAFFING

6.1 Consultant's Contract Manager and Other Staffing: Identified below are the following: (a) the Consultant's contract manager, and (b) the Consultant(s) and/or employee(s) of the Consultant who will be principally responsible for providing the Basic Services. If any individual identified below is required to file a Statement of Economic Interests, Form 700 ("Form 700"), and the individual does not have a current Form 700 on file with the City Clerk for a separate agreement with the City, the Consultant must comply with the requirements of Subsection 17.2 below.

		<u>Required to File Form 700?</u>		
		Yes Already Filed (Insert Date Filed)	Yes Need to File	No
<u>Consultant's Contract Manager</u>				
Name: Dr. Rebecca Mendiola	Phone No.: (925) 819-2652			X
Address: 1114 Hackamore Rd., Ste #1 Vista, CA 92083	Email: rebecca@collectiveimpactsolutions.com			
<u>Other Staffing</u>				
<u>Name:</u>	<u>Assignment:</u>	<u>Email:</u>		
1. Charlene Partido	Project Manager	charlene@collectiveimpact solutions.com		X
2.				
3.				

6.2 Contract Manager's Authority: The Consultant's contract manager is authorized to act on behalf of the Consultant.

6.3 Staffing Changes: The Director's prior written approval is required for the Consultant to remove, replace or add to any of its staffing identified in this provision.

7. USE OF SUBCONSULTANTS

7.1 **Authority to Use:** Whichever of the following is marked applies to this Agreement:

- The Consultant can **not** use any subconsultants without the Director's prior written approval.
- The Consultant will use the following subconsultants for the specified areas of work. The Consultant can not remove, replace or add to any of the subconsultants identified in this provision without the Director's prior written approval.

Subconsultant's Name	Area of Work
1. Tiffany Gipson	Systemic Transformation and Compassionate Systems
2. Frederick Buggs	Youth Development and Afterschool Programs
3.	

7.2 **Subconsultant Work:** The Consultant warrants all services and deliverables provided by any subconsultants it uses, and represents that each such subconsultant is specially trained, experienced, and competent to perform its portion of the work.

8. INDEPENDENT CONTRACTOR

- 8.1 **General:** The Consultant has complete control over its operations and employees, and is an independent contractor. The Consultant is not an agent or employee of the City, and shall not represent or act as the City's agent or employee. The Consultant does not have any rights to retirement benefits or other benefits accruing to City employees, and expressly waives any claim it may have to any such rights.
- 8.2 **Subcontractors:** As an independent contractor, the Consultant has complete control over its subconsultants, subcontractors, suppliers, agents and any other person or entity with whom the Consultant contracts in furtherance of this Agreement (collectively "Subcontractors"). Subject to the requirements of Section 7 of this Agreement, the Consultant is solely responsible for selecting, managing and compensating its Subcontractors, and for ensuring they comply with this Agreement.
- 8.3 **Indemnity:** The Consultant shall place in each Subcontractor agreement indemnity obligations in favor of the City in the exact form and substance of those contained in Section 11 below.

9. STANDARD OF PERFORMANCE

The Consultant represents that it possesses all necessary training, licenses and permits needed to perform the Basic Services. The Consultant represents that its performance of the Basic Services will conform to the standard of practice of a professional that specializes in performing professional services of a like nature and complexity.

10. COMPENSATION

- 10.1 Maximum Total Compensation:** The maximum amount the City will pay the Consultant for all professional fees, costs, charges and expenses related to performing Basic Services and any Additional Services is **\$122,650** (“Maximum Total Compensation”).
- 10.2 Intentionally Omitted.**
- 10.3 Exhibit B - Compensation:** The City will pay the Consultant up to the Maximum Total Compensation in accordance with **Exhibit B**.
- 10.3.1 Compensation Table:** **Exhibit B** sets forth a compensation table establishing the manner in which the City will pay the Maximum Compensation to the Consultant (“Compensation Table”). The Compensation Table is subject to the terms and conditions set forth below in Subsections 10.4 through 10.7.
- 10.3.2 Schedule of Rates and Charges:** If the City will compensate the Consultant for any Basic Services on a time-and-materials basis, then **Exhibit B** also sets forth a schedule of the Consultant’s rates and charges (“Schedule of Rates and Charges”). The Schedule of Rates and Charges is subject to the following requirements:
- 10.3.2.1 Premium Pay:** “Premium Pay” is a special pay rate for working during times that are less desirable, such as weekends, holidays or late shifts. The City will not pay Consultant Premium Pay.
- 10.3.2.2 No Increases:** The City will **not** increase the Schedule of Rates and Charges during the Agreement term.
- 10.3.2.3 Conflict:** In the event of a discrepancy between this Section and the Schedule of Rates and Charges, this Section governs.
- 10.4 Compensation Table – Part 1:** Part 1 of the Compensation Table addresses compensation for the various tasks included in the Basic Services. The following terms and conditions apply to Part 1 of the Compensation Table.
- 10.4.1 Task Numbers (Column 1):** Column 1 sets forth the task number(s) for which the City will compensate the Consultant. Each task number corresponds to the same task number in **Exhibit A**. If a task number included in **Exhibit A** is not included in the Compensation Table, then the City will not compensate the Consultant separately for that task, and payment for such task is deemed included in the other task(s) for which the Consultant is receiving compensation.
- 10.4.2 Basis of Compensation (Column 2):** Column 2 identifies whether the City will pay the Consultant for the task(s) on a time-and-materials basis or on a fixed-fee (lump-sum) basis.
- 10.4.3 Invoice Period (Column 3):** Column 3 identifies when the Consultant must submit its invoice for payment. If invoicing is monthly, the Consultant must submit its invoice to the City by the 10th Business Day of each month for work completed during the previous month. If invoicing is upon the completion of a task or group of tasks, the Consultant must submit its invoice to the Director within 20 Business Days following completion of the task(s) to the Director’s satisfaction. If invoicing is upon the completion of all work, the Consultant must submit its invoice to the Director within 20 Business Days following completion of all work to the Director’s satisfaction.

- 10.4.3.1 Invoice:** Each invoice must include sufficient information and supporting documents to establish to the Director's satisfaction that the Consultant is entitled to the payment requested. The City will pay the undisputed portion of the invoice amount within 20 Business Days of the Director's approval of such undisputed amount.
- 10.4.3.2 Invoices Based on Time and Materials:** If time and materials is the basis of compensation, then the Consultant will base its invoice on the hours, professional fees, costs, and charges associated with the work completed during the invoice period. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs associated with the work completed during the invoice period. The City will compensate the Consultant in accordance with the Schedule of Rates and Charges included in **Exhibit B**.
- 10.4.3.3 Monthly Invoices Based on Fixed Fee:** If the Consultant invoices monthly for a "fixed fee," then the Consultant will base its monthly invoice on the percentage of work completed during the previous month. If the Consultant is entitled to reimbursable expenses and/or separate payment for subconsultant costs, the invoice will include such expenses and/or costs incurred during the previous month.
- 10.4.4 Compensation (Column 4):** Column 4 sets forth the total compensation the City will pay the Consultant for completing the task(s).
- 10.4.4.1 Time & Materials:** If time and materials is the basis of compensation, then the amount in Column 4 is a "not-to-exceed" or maximum amount. Any hours worked for which payment would result in a total exceeding the amount in Column 4 is at no cost to the City. If the Consultant completes the task(s) for less than the amount set forth in Column 4, the Director (in the Director's sole discretion) *may* use the cost savings to increase the budget of another task. The Director must authorize such reallocation of cost savings in writing.
- 10.4.4.2 Fixed Fee:** If "fixed fee" is the basis of compensation, then the Consultant must complete the task(s) for the amount set forth in Column 4. Any hours worked for which payment would result in a total exceeding the amount in Column 4 are at no cost to the City.
- 10.5 Compensation Table – Part 2:** Part 2 of the Compensation Table indicates whether or not the City will reimburse the Consultant separately for expenses incurred in providing the work. The following terms and conditions apply if the City reimburses the Consultant separately for expenses.
- 10.5.1 Subconsultants:** The cost of subconsultants is not treated as a reimbursable expense. Subsection 10.6 of this Agreement addresses payment for the cost of subconsultants.
- 10.5.2 Maximum Amount of Reimbursable Expenses:** The City will reimburse the Consultant for expenses up to the maximum amount set forth in the last column of Part 2. Any expenses that the Consultant incurs in excess of the stated maximum are at no cost to the City.
- 10.5.3 Expenses That Are Reimbursable:** Any reimbursement to the Consultant is limited to the expenses set forth below in the Reimbursable Expense Schedule. The City will reimburse these expenses at actual cost only unless a markup is specified.

Reimbursable Expense Schedule		Mark Up
1.	The cost of mailing, shipping and/or delivery of any documents or materials.	No Markup
2.	The cost of photographing, printing, reproducing and/or copying any documents or materials.	No Markup
3.	Telephone and facsimile transmission charges.	No Markup
4.	The rental of any specialized equipment to the extent the City's contract manager has preapproved, in writing, the cost of such rental.	As specified, not to exceed 10%
5.	With the written pre-authorization of the City's contract manager, mileage and other travel-related expenses to the same extent that the City reimburses its employees pursuant to the Employee Travel Policy (City Policy Manual, Sections 1.8.2 and 1.8.3). The Consultant acknowledges that it has received a copy of Sections 1.8.2 and 1.8.3 and is familiar with these sections of the Employee Travel Policy.	No Markup
6.	Any other expenses expressly identified in Exhibit B as being reimbursable.	As specified, not to exceed 10%

10.6 Compensation Table – Part 3: Part 3 indicates whether the City will compensate the Consultant separately for subconsultant costs incurred in providing any part of the services. If the City will compensate the Consultant for subconsultant costs, the City will do so in accordance with the following terms and conditions.

10.6.1 Actual Costs: The Consultant can invoice the City for no more than the actual cost of each subconsultant plus a specified markup not to exceed 5 percent.

10.6.2 Schedule of Rates and Charges: Any subconsultant rates and charges set forth in the Schedule of Rates and Charges, if one is included in **Exhibit B**, must be the subconsultant's actual rates and charges exclusive of any markup. The City will compensate the Consultant in accordance with those rates and charges.

10.6.3 Maximum Amount: The City will compensate the Consultant for all subconsultants in a total amount not to exceed the amount set forth in the last column of Part 3. Any additional subconsultant costs that the Consultant incurs in excess of the specified maximum amount are at no cost to the City.

10.7 Compensation Table – Part 4: Part 4 sets forth the maximum compensation that the Director can authorize for Additional Services in accordance with Subsection 3.2 above. Any Additional Services performed by the Consultant that would result in compensation exceeding this maximum amount is at no cost to the City.

10.8 Tax Forms Required: The following are conditions on the City's obligation to process any payment pursuant to this Agreement:

10.8.1 U.S. Based Person or Entity: If the Consultant is a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City

with a properly completed Internal Revenue Service Form W-9 before the City will process payment. If the Consultant is a U.S. based person or entity, but has neither a permanent place of business in California nor is registered with the California Secretary of State to do business in California, the Consultant acknowledges and agrees that the Consultant is required to provide the City with a properly completed California Franchise Tax Board form related to nonresident withholding of California source income.

10.8.2 Non-U.S. Based Person or Entity: If the Consultant is not a U.S. based person or entity, the Consultant acknowledges and agrees that the Consultant is required to provide the City with the applicable Internal Revenue Service form related to its foreign status and a California Franchise Tax Board form related to nonresident withholding before the City will process payment.

11. INDEMNIFICATION

11.1 Obligation: The Consultant shall defend, indemnify and hold harmless the City and its officers, employees and agents against all claims, losses, damages, injuries, expenses or liabilities that – directly or indirectly, or in whole or in part - arise out of, pertain to, or relate to any of the following:

- The Consultant's negligent performance of all or any part of the Basic Services and any Additional Services; or
- Any negligent act or omission, recklessness or willful misconduct of the Consultant, any of its Subcontractors, anyone directly or indirectly employed by either the Consultant or any of its Subcontractors, or anyone that they control; or
- Any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person(s) caused by the City's use of any services, deliverables or other items provided by the Consultant pursuant to the requirements of this Agreement; or
- Any breach of this Agreement.

11.2 Limitation on Obligation: The obligation in Subsection 11.1 above shall not apply to the extent that any claim, loss, damage, injury, expense or liability results from the sole negligence or willful misconduct of the City or its officers, employees or agents.

11.3 Duty to Defend: The Consultant's obligation in Subsection 11.1 above applies to the maximum extent allowed by law and includes defending the City, its officers, employees and agents as set forth in Sections 2778 and 2782.8 of the California Civil Code. Upon the City's written request, the Consultant, at its own expense, shall defend any suit or action that is subject to the obligation in Subsection 11.1 above.

11.4 Insurance: The City's acceptance of any insurance in accordance with Section 12 does not relieve the Consultant from its obligations under this Section 11. The Consultant's obligations under this Section 11 apply whether or not the insurance required by the Agreement covers any damages or claims for damages.

11.5 Survival: The Consultant's obligations under this Section 11 survive the expiration or earlier termination of the Agreement.

12. INSURANCE REQUIREMENTS

- 12.1 General:** The Consultant shall comply with the insurance requirements set forth in **Exhibit C** for the Agreement term.
- 12.2 Documentation:** Before performing any services, the Consultant must submit to the City's designated risk manager ("Risk Manager"), for the Risk Manager's written approval, all documents demonstrating compliance with the requirements of **Exhibit C**.
- 12.3 Changes:** The Risk Manager may amend or waive, in writing, any of the requirements contained in **Exhibit C**.

13. OWNERSHIP OF WORK PRODUCT

- 13.1 Ownership:** The City owns all rights in and to any of the following work product (including electronic equivalents) without restriction or limitation upon their use, and immediately when and as created by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the Consultant's services pursuant to this Agreement: reports, drawings, plans, data, software, models, documents or other materials developed or discovered (collectively "Work Product").
- 13.2 Copyright:** To the extent permitted by Title 17 of the United States Code, the Work Product is deemed a work for hire and all copyrights in such Work Product are the property of the City. In the event it is ever determined that any Work Product is not a work for hire under United States law, the Consultant hereby assigns to the City all copyrights to such works when and as created.
- 13.3 Intentionally Omitted.**
- 13.4 Consultant's Reuse:** With the Director's prior written consent, the Consultant may retain and use copies of the Work Product for reference and as documentation of experience and capabilities.

14. DISCLOSURE OF WORK PRODUCT

- 14.1 Prohibition:** Except as authorized by the Director or as otherwise required by law, the Consultant shall not disclose any of the following to a third party: (a) Work Product, (b) discussions between the City and Consultant, or (c) information prepared, developed or received by the Consultant or any of its Subcontractors in the course of performing services pursuant to this Agreement.
- 14.2 Notification:** The Consultant will immediately notify the Director if it is requested by a third party to disclose any Work Product, discussions or information that the Consultant is otherwise prohibited from disclosing.
- 14.3 Limit on Prohibition:** The prohibition in Subsection 14.1 above does not apply to disclosures between the Consultant and its Subcontractors that are needed to perform the Basic Services.
- 14.4 Survival:** This Section 14 survives the expiration or earlier termination of this Agreement.

15. AUDIT/INSPECTION OF RECORDS

- 15.1 Retention Period:** The Consultant shall retain the following records (collectively "Records") for a minimum of 3 years from the date of the City's final payment to the Consultant under this Agreement or for any longer period required by law:

- All ledgers, books of accounts, invoices, vouchers, canceled checks, and other records relating to the Consultant's charges for performing services, or to the Consultant's expenditures and disbursements charged to the City; and
- All Work Product and other records evidencing Consultant's performance.

15.2 Producing Records: At any time during the Agreement term or during the period of time that the Consultant is required to retain the Records, the City Manager, the Director, the City Attorney, the City Auditor, or a designated representative of any of these officers may request, in writing, production of all or a portion of the Records. The Consultant shall produce the requested Records at City Hall during normal business hours, or at any other location and time mutually agreed upon by the parties. The Consultant shall produce the requested Records at no cost to the City.

15.3 State Auditor: In accordance with Government Code Section 8546.7, the Consultant may be subject to audit by the California State Auditor with regard to the Consultant's performance of this Agreement if the compensation under this Agreement exceeds \$10,000.

16. NON-DISCRIMINATION/NON-PREFERENCE

16.1 Prohibition: The Consultant shall not discriminate against, or grant preferential treatment to, any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing.

16.2 Intentionally Omitted.

16.3 Subcontracts: The Consultant shall include Subsection 16.1 of this Agreement in each subcontract that it enters into in furtherance of this Agreement.

17. CONFLICT OF INTEREST

17.1 General: The Consultant represents that it is familiar with the local and state conflict of interest laws, and agrees to comply with those laws in performing this Agreement. The Consultant certifies that, as of the Contract Date, it was unaware of any facts constituting a conflict of interest or creating an appearance of a conflict of interest. The Consultant shall avoid all conflicts of interest or appearances of conflicts of interest in performing this Agreement. The Consultant has the obligation of determining if the manner in which it performs any part of this Agreement results in a conflict of interest or an appearance of a conflict of interest, and shall immediately notify the City in writing if it becomes aware of any facts giving rise to a conflict of interest or the appearance of a conflict of interest.

17.2 Filing Form 700: In accordance with the California Political Reform Act (Government Code Section 81000 et seq.), the Consultant shall cause each person performing services under this Agreement, and identified as having to file a Form 700 to do each of the following:

- Disclose the categories of economic interests in Form 700 as required by the Director;
- Complete and file the Form 700 no later than 30 calendar days after the person begins performing services under this Agreement and all subsequent Form 700s in conformance with the requirements specified in the California Political Reform Act; and

- File the original Form 700 with the City's Clerk with a copy submitted to the Director.

17.3 Future Services: The Consultant acknowledges each of the following with regard to performing future services for the City:

- The Consultant's performance of the services required by this Agreement may create an actual or appearance of a conflict of interest with regard to the Consultant performing or participating in the performance of some related **future** services, particularly if the services required by this Agreement comprise one element or aspect of a multi-phase process or project;
- Such an actual or appearance of a conflict of interest would be a ground for the City to disqualify the Consultant from performing or participating in the performance of such future services; and
- The Consultant is solely responsible for considering what potential conflicts of interest, if any, performing the services required by this Agreement might have on its ability to obtain contracts to perform future services.

18. ENVIRONMENTALLY PREFERABLE PROCUREMENT POLICY

18.1 General: The Consultant shall perform its obligations under the Agreement in conformance with City Council Policy 1-19, entitled "Prohibition of City Funding for Purchase of Single Serving Bottled Water," and City Council Policy 4-6, entitled "Environmentally Preferable Procurement Policy."

18.2 Prohibition of City Funding for Purchase of Single Serving Bottled Water: The City's policy is that City funds should not be used for the purchase of single-serving bottled water except for any of the following:

- Public safety emergencies, investigations and extended deployments or activation of the Office of Emergency Services;
- Situations where there is a high risk of cross-contamination with non-potable water; or
- Situations where there are no reasonable alternatives to bottled water, such as large public events and when large quantities of water need to be distributed for health and safety reasons.

An invoice seeking reimbursement from City for the cost of single-serving bottled water under one of the above exceptions must be accompanied by a waiver form provided by the City and signed by the Director.

18.3 Environmentally Preferable Procurement Policy: The Environmentally Preferable Procurement Policy, along with a brief policy description, is located on the City's website at the following link: <https://www.sanjoseca.gov/your-government/environment/business-school-resources/for-schools/environmentally-preferable-procurement>. Environmental procurement policies and activities related to the completion of Consultant's work will include, whenever practicable, but are not limited to:

- The use of recycled and/or recyclable products in daily operations (i.e. 30%, 50%, 100% PCW paper, chlorine process free, triclosan free hand cleaner, etc.);
- The use of Energy-Star Compliant equipment;

- The use of alternative fuel and hybrid vehicles, and implementation of protocols aimed at increasing the efficiency of vehicle operation;
- The implementation of internal waste reduction and reuse protocol(s); and
- Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products.

19. TERMINATION

- 19.1 For Convenience:** The Director may terminate this Agreement at any time and for any reason by giving the Consultant written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 Business Days' after the date of the written notice.
- 19.2 For Cause:** The Director may terminate this Agreement immediately upon written notice for any material breach by the Consultant. If the Director terminates the Agreement for cause and obtains the same services from another consultant at a greater cost, the Consultant is responsible for such excess cost in addition to any other remedies available to the City.
- 19.3 Delivery of Work:** If the Director terminates the Agreement – whether for convenience or for cause – the Director has the option of requiring the Consultant to provide to the City any finished or unfinished Work Product prepared by the Consultant up to the date of Consultant's receipt of the written notice of termination.
- 19.4 Compensation:** The City will pay the Consultant the reasonable value of services satisfactorily rendered by the Consultant to the City up to the date of Consultant's receipt of the written notice of termination. For services to be "satisfactorily rendered," the Director must determine that the Consultant provided them in accordance with the terms and conditions of this Agreement. The Director will determine the reasonable value of satisfactorily rendered services based on the Compensation Table and any Schedule of Rates and Charges attached to this Agreement.
- 19.5 Receipt of Notice:** For purposes of this provision, the Consultant's receipt of the written notice of termination will be determined based on the date of actual receipt or based on Subsection 20.2 below, whichever occurs first.

20. NOTICES

- 20.1 Manner of Giving Notice:** All notices and other communications required by this Agreement must be in writing, and must be made via e-mail, personal service or United States mail, postage prepaid.
- 20.2 When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- 20.3 To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José
Office of the City Manager
Attn: Laura Buzo
200 E. Santa Clara Street, 17th Floor
San José, CA 95113
(408) 592-0372
Laura.buzo@sanjoseca.gov

To the Consultant: Collective Impact Solutions
Attn: Dr. Rebecca Mendiola
1114 Hackamore Rd, Ste #1
Vista, CA 92083
(925) 819-2652
Rebecca@collectiveimpactsolutions.com

- 20.4 Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 20.

21. MISCELLANEOUS

- 21.1 Gifts Prohibited:** The Consultant represents that it is familiar with Chapter 12.08 of the San José Municipal Code, which generally prohibits a City officer or designated employee from accepting any gift. The Consultant shall not offer any City officer or designated employee any gift prohibited by Chapter 12.08. The Consultant's violation of this Subsection 21.1 is a material breach.
- 21.2 Disqualification of Former Employees:** The Consultant represents that it is familiar with Chapter 12.10 of the City's Municipal Code, which generally prohibits a former City officer and a former designated employee from providing services to the City connected with his/her former duties or official responsibilities. The Consultant shall not use either directly or indirectly any officer, employee or agent to perform any services if doing so would violate Chapter 12.10. The Consultant's violation of this Subsection 21.2 is a material breach.
- 21.3 Waiver of a Violation:** The City's waiver of any violation of this Agreement by the Consultant is not a waiver of any other violation by the Consultant.
- 21.4 Acceptance of Services Not a Waiver:** The City's acceptance of any service or deliverable is not a waiver or release of any professional duty of care applicable to such service or deliverable, or of any right of indemnification, any insurance requirements, or any other term or condition of this Agreement.
- 21.5 Compliance with Laws:** Consultant shall comply with the applicable requirements of the American Rescue Plan Act (ARPA), and with applicable regulations, policies, guidelines, Office of Management and Budget (OMB) circulars, and field memoranda promulgated by United States Department of Labor (DOL), the State of California and City, and/or any legislation which may replace the American Rescue Plan Act, and all other applicable federal, state and local rules, regulations and laws. Moreover, neither City nor Consultant shall make any payments that would be in violation of any law existing during the term of this Agreement, including but not limited to any maximum amount of administrative fee(s). Without limiting the generality of the preceding sentence, Consultant shall comply with the provisions Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code.

- 21.6 Business Tax:** The Consultant represents and warrants that it currently has a City business tax certificate or exemption, if qualified, and will maintain such certificate or exemption for the Agreement term.
- 21.7 Assignability:** Except to the extent this Agreement authorizes the Consultant to use subconsultants, the Consultant shall not assign any part of this Agreement without the Director's prior written consent. The Director, at the Director's discretion, may void this Agreement if a violation of this provision occurs.
- 21.8 Governing Law:** California law governs the construction and performance of this Agreement.
- 21.9 Disputes:** Any litigation resulting from this Agreement will be filed and resolved by either the Superior Court of California for the County of Santa Clara, or the San José Division of the Northern District of California.
- 21.10 Survival of Provisions:** If a court finds any part of this Agreement unenforceable, all other parts shall remain enforceable.
- 21.11 Headings:** The section and exhibit headings are for convenience only and are not to be used in its construction.
- 21.12 Execution in Counterparts:** This Agreement may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 21.13 Use of Electronic Signatures:** Unless otherwise prohibited by law or City policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

//

//

//

IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be executed by their respective duly authorized representatives as follows.

NOTE: The Consultant must sign one of the following representations. The City will not process this Agreement unless the Consultant has signed one of the provisions.

Rebecca Mendiola

Email: rebecca@collectiveimpactsolutions.com
Date: 01/25/2023 GMT

The Consultant certifies that the Consultant has a permanent place of business in California or is registered with the California Secretary of State to do business in California. The Consultant will file a California tax return and withhold on payments of California source income to nonresidents when required. If the Consultant ceases to have a permanent place of business in California or ceases to do any of the above, the Consultant will promptly notify the City at the address specified in Subsection 20.3 of this Agreement.

Or

If the Consultant is unable to make the above certification, the Consultant acknowledges and agrees to provide the City with the applicable tax forms issued by the Internal Revenue Service and California Franchise Tax Board, as applicable, as specified in Section 10.8 of this Agreement.

City of San José

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov
Date: 01/26/2023 GMT

Name: Sarah Zarate
Title: Director, Office of the City Manager

Consultant

Rebecca Mendiola

Email: rebecca@collectiveimpactsolutions.com
Date: 01/25/2023 GMT

Name: Rebecca Mendiola
Title: CEO

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney

(Maximum Total Compensation is \$100,000 or less, and standard provisions of the form are not altered.)

Approved as to Form:
Attorney

Aaron Yu

Aaron Yu

Email: aaron.yu@sanjoseca.gov
Date: 01/26/2023 GMT

Name: Aaron Yu
Title: Deputy City Attorney

EXHIBIT A: SCOPE OF BASIC SERVICES

(Non-Capital Projects)

The Consultant shall provide services and deliverables as set forth in this **Exhibit A**. The Consultant shall provide all services and deliverables required by this **Exhibit A** to the satisfaction of the Director.

General Description of Project: Consultant will assist with the development of the 2022-2023 City of San José Children and Youth Services Master Plan, leveraging and building on the work of the Santa Clara County Cross-Agency Services Team (“CAST”).

Task No. 1: Program Planning, Coordination, and Project Management.

A. Services: Consultant will work collaboratively with City Manager’s Office to provide project management of all the tasks and activities of CAST to create systems change, perform collective impact work, and create and leverage opportunities for systems coordination and alignment for more effective and efficient service delivery. This work and related activities will inform, and be integrated, in the development of the City’s first ever Children and Youth Services Master Plan (“CYS Master Plan”).

1. Coordination and Project Management. Consultant will support City staff in the coordination and project management activities related to developing the CAST service delivery model within departments and in partnership with community stakeholders.
2. Project Meetings and Reporting. Consultant will provide technical support and assistance and project updates through scheduled bi-weekly and monthly meetings with City staff, community stakeholders, and other project consultants and staff, as appropriate. These meetings will inform and shape the CYS Master Plan development process. Consultant will complete and submit quarterly project reports to City staff detailing activities, tasks, and timelines achieved.
3. Master Plan Writing. Consultant will provide and contribute content material (e.g., data, single-system of support information, and research resources) to be included in the Children and Youth Services Master Plan document.
4. Meetings with City staff: Consultant and City staff will meet regularly to establish CAST Infrastructure, Team Roles and Responsibilities, Scope of Work planning and implementation. Consultant and City staff will develop meeting schedule collaboratively.

B. Deliverable: Completion of coordination and project management activities and scheduled bi-weekly and monthly meetings as determined by Consultant and City staff, as well as provide technical support and contribute to the development of the Children and Youth Services Master Plan document.

C. Completion Time: The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:

- On or before the following date: September 30, 2023.
- On or before ____ Business Days from _____.

Task No. 2: Assessment and Analysis

- A. Services:** Consultant will work closely with City staff to conduct an internal review of current infrastructures, existing data, initiatives, services and programs to identify issues and generate potential solutions assisting in determining the needs and priorities process.
1. Empathy Interviews. Consultant will facilitate empathy interviews with City staff and collaborative partners. Collect and review qualitative data to identify best practices, challenges, needed support: vision, purpose, and how agencies and initiative align to outcomes; challenges and strengths, which will help inform systemic gaps, new ways of work, and drive implementation. Consultant will conduct up to 6 empathy interviews with identified community stakeholders
 2. Listening Sessions. Consultant will use a human-centered design approach with community stakeholders to gather insights and to understand the feelings and experiences, leadership perceptions, existing service provisions, and needs from each City department, community stakeholders, and county initiatives. Consultant will conduct up to 6 listening sessions with identified community stakeholders.
 3. Qualitative and Quantitative Data Review. Consultant will review and analyze existing qualitative and quantitative data to conduct annual summative evaluation and review of current infrastructures, existing data, initiatives, services and programs.
- B. Deliverable:** Development and completion of data collection tools and activities, empathy interviews, and review and summary of quantitative and qualitative data.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: September 30, 2023.
- On or before ____ Business Days from _____.

Task No. 3: Shared Vision and Strategic Planning Process

- A. Services:** Consultant will provide facilitation, technical assistance, and project planning support through a collective impact approach to establish a shared vision and common agenda of systemic transformation through the CAST (Cross-Agency Services Team) planning process aligning the City, County, School Districts and Communities which will inform and shape the Children and Youth Services Master Plan.
1. CAST Planning and Development. Consultant or Subcontractor will facilitate 1.5 days Kick Off and Retreat for CAST Steering Committee, comprised of City staff and partners, and to establish a common agenda, shared vision and agreements through consensus, creating a culture that builds a supportive “container” that can sustain the group when tensions arise and diverse viewpoints and perspectives are lifted, and developing a shared vision for the City of San José's single system of support (“SSoS”).
- B. Deliverable:** Planning and completion of a shared vision strategic planning process in coordination with City staff.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: September 30, 2023.

On or before ____ Business Days from _____.

Task No. 4: Needs and Priorities Assessment

- A. Services:** Consultant will provide capacity building, coaching, and technical assistance for implementation, and sustainability. Consultant will facilitate data workshops for City staff and identified CAST partners (e.g., county agencies, community-based organizations, districts, and demonstration sites) to prioritize barriers, challenges and needs that surface during the assessment and analysis phase identifying needs and priorities aligning to mutually reinforcing activities (strategies and approaches).
1. **CAST Meetings:** Consultant will facilitate up to three (3) day in-person/virtual data workshops and analysis with experts of the Life Course Framework (“LCF”) for City CAST Steering Committee and Technical Committee with the Santa Clara County CAST to determine LCF outcome indicators (needs and priorities) identifying "North Star" community and contributing outcomes and to determine strategies and approaches (programs and services) to measure children, youth and families’ pathways to achieve sustainable, positive life outcomes. Activities identified will align with Santa Clara County CAST planning infrastructure and process, and the vision and goals of the Children and Youth Services Master Plan. Consultant and City staff will determine meeting schedule collaboratively.
- B. Deliverable:** Develop and refine identified goals and objectives, including data indicators and metrics.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: September 30, 2023.
- On or before ____ Business Days from _____.

Task No. 5: Design and Implementation of Single-System of Support

- A. Services:** Consultant will provide capacity building, coaching, and technical assistance for implementation, and sustainability. Consultant will facilitate presentations and monthly coaching and technical assistance meetings/sessions for City staff and identified CAST partners (e.g., county agencies, community-based organizations, districts, and demonstration sites) to establish a common understanding and alignment of supports and services to family needs and community partnerships through implementing a Single System of Support - “no wrong door” service delivery model grounded in prevention.
1. Presentations for City Staff and Community Stakeholders. Consultant will plan, facilitate, and lead presentations with City staff and identified community stakeholders. Consultant and City staff will develop a mutually agreeable schedule and identified attendees. Presentations will ensure alignment with Santa Clara County CAST planning infrastructure and process, and the vision and goals of the Children and Youth Services Master Plan.
 2. Meetings and Technical Support. Consultant will meet with project team to plan, design, identify meeting outcomes, and prepare appropriate materials for the monthly in-person/virtual meetings with identified City staff. Consultant will support and guide the design and operationalize the CAST Single System of Support and “no wrong door” Service Delivery Model. Consultant and City staff will develop a mutually agreeable schedule and identified attendees for the monthly meetings. Will ensure meetings and presentation align with Santa Clara County CAST planning infrastructure and process, and the vision and goals of the Children and Youth Services Master Plan.
 3. CAST Technical Committee Meetings: Consultant will plan, facilitate regular committee meetings with City staff and identified community partners. Throughout the meetings, Consultant will support and guide the design and operationalize the SCC Single System of Support. Will ensure meetings align with Santa Clara County CAST planning infrastructure and process, and the vision and goals of the Children and Youth Services Master Plan.
- B. Deliverable:** Develop and refine identified goals and objectives, including data indicators and metrics.
- C. Completion Time:** The Consultant must complete the services and deliverable for this task in accordance with whichever one of the following time is marked:
- On or before the following date: September 30, 2023.
- On or before ____ Business Days from _____.

EXHIBIT B: COMPENSATION

Section 1 – Compensation Table

Part 1 – Compensation for Basic Services			
Column 1	Column 2	Column 3	Column 4
Task Nos.	Basis of Compensation	Invoice Period	Compensation
1	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$42,750.00
2	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$16,500.00
3	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$2,250.00
4	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$18,000.00
5	<input checked="" type="checkbox"/> Time & Materials <input type="checkbox"/> Fixed Fee	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Completion of Task(s) <input type="checkbox"/> Completion of Work	\$27,000.00
Part 2 – Reimbursable Expenses			
<input type="checkbox"/> No expenses are separately reimbursable. The amount(s) in Column 4 of Part 1 include(s) payment for all expenses.		<input checked="" type="checkbox"/> Expenses are separately reimbursable in accordance with Subsection 10.5 of this Agreement. The maximum amount of reimbursable expenses is:	Travel Costs: \$5,000.00 Overhead @ 10%: \$11,150.00
Part 3 – Subconsultant Costs			
<input checked="" type="checkbox"/> Subconsultant costs are not separately compensable. The amount(s) in Column 4 of Part 1 include(s) payment for subconsultants.		<input type="checkbox"/> Subconsultant costs are separately compensable in accordance with Subsection 10.6 of this Agreement. The maximum amount of compensation for subconsultant costs is:	\$0

Part 4 – Additional Services		
<input checked="" type="checkbox"/> No money is budgeted for Additional Services, and the Director can not authorize any Additional Services.	<input type="checkbox"/> The Director may authorize the Consultant to perform Additional Services up to the following maximum amount:	\$0
Maximum Total Compensation (sum of Parts 1 through 4):		\$122,650.00

Section 2 – Schedule of Rates and Charges

- Omitted.** No Schedule of Rates and Charges is included because the City will not be compensating the Consultant for any Basic Services on a “time & materials” basis.
- The following is the Schedule of Rates and Charges applicable to this Agreement:

#	22-23 - Activity	Total Cost
1.0 Program Planning, Coordination, and Project Management		
1.1	Coordination and project management	\$24,000.00
1.2	Project meetings and reporting.	\$4,800.00
1.3	Master Plan Writing	\$7,200.00
1.4	Meetings with City CAST Executive Team	\$6,750.00
Subtotal for 1.0 Project Management:		\$42,750.00
2.0 Assessment and Analysis		
2.1	Facilitate Empathy interviews	\$4,500.00
2.2	Facilitate Listening sessions	\$4,500.00
2.3	Qualitative and Quantitative Data Review	\$7,500.00
Subtotal for 2.0 Assessment and Analysis:		\$16,500.00

3.0 Shared Vision and Strategic Planning Process		
3.1	CAST (Cross-Agency Services Team) Planning and Development	\$2,250.00
Subtotal for 3.0 Culture & Shared Vision:		\$2,250.00
4.0 Needs and Priorities Assessment		
4.1	CAST Meetings (City CAST Steering Committee and Technical Committee)	\$18,000.00
Subtotal for 4.0 Needs & Priorities:		\$18,000.00
5.0 Design and Implementation of Single-System of Support		
5.1	Presentations for City Staff and Community Stakeholders	\$4,500.00
5.2	Meetings and Technical Support	\$9,000.00
5.3	CAST Technical Committee Meetings	\$13,500.00
Subtotal for 5.0 Designing and Implementing the Single System of Support (SSOS):		\$27,000.00
Travel costs for in-person		\$5,000.00
Total Costs:		\$111,500.00
Collective Impact Solutions Overhead Costs @ 10%:		\$11,150.00
Total:		\$122,650.00

Task #	22-23 – Activity and Deliverable	Timeline	Cost	Total Cost
1.0 Program Planning, Coordination, and Project Management Provide project management of all the tasks and activities of CAST to create systems change, perform collective impact work, and create and leverage opportunities for systems coordination and alignment for more effective and efficient service delivery. Develop and contribute content material to be included in the Master Plan document.				
1.1	Coordination and project management: Develop and manage project work plan and budget	December 1, 2022 – September 30, 2023	160 hrs @ \$150	\$24,000.00
1.2	Project meetings and reports: Write quarterly reports of project deliverables	December 1, 2022 – September 30, 2023	32 hrs @ \$150	\$4,800.00
1.3	Develop and contribute content material to be included in the Master Plan document.	December 1, 2022 – September 30, 2023	48 hrs @ \$150	\$7,200.00
1.4	Meetings with City staff: Establish CAST Infrastructure, Team Roles and Responsibilities, Scope of Work planning and implementation.	December 1, 2022 – September 30, 2023	Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 1.5 days = \$4,500 Full day prep - \$1500 ½ day prep - \$750 1.5 days prep/eval = \$2,250 Total: \$6,750.00	\$6,750.00
<i>Subtotal for 1.0 Project Management:</i>				\$42,750.00

Task #	22-23 – Activity and Deliverable	Timeline	Cost	Total Cost
2.0 Assessment and Analysis: Consultant will conduct an internal review of current infrastructures, existing data, initiatives, services and programs to identify issues and generate potential solutions assisting in determining the needs and priorities process. Using the human-centered design approach, empathy interviews and listening sessions will be utilized with community stakeholders to gather insights and to understand the feelings and experiences of the community.				
2.1	Consultant or Subcontractor will facilitate empathy interviews with City staff and collaborative partner. Collect and review qualitative data to identify best practices, challenges, needed support: vision, purpose, and how agencies and initiative align to outcomes; challenges and strengths, which will help inform systemic gaps, new ways of work, and drive implementation. 6 sessions x 1hr (1 day)	December 1, 2022 – September 30, 2023	Empathy Interviews: Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 1 day = \$3,000 Full day prep - \$1500, ½ day prep - \$750 1 day prep/eval = \$1,500 Total: \$4,500.00	\$4,500.00
2.2	Consultant or Subcontractor will plan, coordinate, and facilitate with City staff and community members listening sessions, interviews, and surveys. These activities will identify community assets and gaps in service provision may exist. Collect and analyze qualitative data to identify best practices, challenges, and systemic gaps. 6 session x 1 hr (1 day)	December 1, 2022 – September 30, 2023	Listening Sessions: Full day +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 1 day =\$4,500 Full day prep - \$1500 ½ day prep - \$750 1 day prep/eval = \$1,500 Total: \$4,500.00	\$4,500.00
2.3	Consultant or Subcontractor will review and analyze existing qualitative and quantitative data to conduct annual summative evaluation and review of current infrastructures, existing data, initiatives, services and programs. Synthesis of qualitative and quantitative data to conduct annual summative evaluation and identify training and coaching needs for the upcoming year. 2.5 days	December 1, 2022 – September 30, 2023	Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 2.5 days = \$7,500 Total: \$7,500.00	\$7,500.00
Subtotal for 2.0 Assessment and Analysis:				\$16,500.00

Task #	22-23 – Activity and Deliverable	Timeline	Cost	Total Cost
3.0 Shared Vision and Strategic Planning Process: Stakeholders will build a culture, infrastructure, and processes that will last and make an impact. A shared vision creates a sense of community and, along with culture, are core enabling factors for success.				
3.1	Consultant or Subcontractor will facilitate a half day Kick Off and Retreat for City staff and to establish a common agenda, shared vision for the City's single system of support and the Children and Youth Services Master Plan.	December 1, 2022 – September 30, 2023	Full day -+4 hours: \$3000.00 half day - -4 hrs or less: \$1500 .5 days = \$1,500 Full day prep - \$1500 ½ day prep- \$750 .5 days prep/eval = \$750 Total: \$2,250.00	\$2,250.00
<i>Subtotal for 3.0 Culture & Shared Vision:</i>				\$2,250.00
4.0 Needs and Priorities Assessment: Stakeholders will prioritize issues surfaced during the assessment and analysis phase. Two sets of criteria will be implemented: one for choosing the issues to work on; the other to determine strategies and approaches likely to be most effective.				
4.1	Consultant and/or Subcontractor will facilitate 10 days (3 hrs) with City staff and identified partners to review of current infrastructures, existing data, initiatives, services and programs to determine outcome indicators (needs and priorities) identifying issues and generating potential solutions to measure children, youth and families' pathways to achieve sustainable, positive life outcomes. Establish strategic framework/plan, goals and outcome indicators. 10 x 3 hrs = 30 hrs	December 1, 2022 – September 30, 2023	Full day -+4 hours: \$3000.00 half day - -4 hrs or less: \$1500 4 days = \$12,000 Full day prep - \$1500 ½ day prep- \$750 4 days prep/eval = \$6,000 Total: \$18,000.00	\$18,000.00
<i>Subtotal for 4.0 Needs & Priorities:</i>				\$18,000.00

Task #	22-23 – Activity and Deliverable	Timeline	Cost	Total Cost
<p>5.0 Design and Implementation of Single System of Support: This process will allow stakeholders to align support and services to family needs and community partnerships through implementing a “no wrong door” service delivery model grounded in prevention. Consultant will provide capacity building, coaching, and technical assistance for implementation, and sustainability. Coaching and technical assistance meetings/sessions for City staff and identified community partners (e.g., CAST workgroups, county agencies, community-based organizations, districts) to ensure quality service delivery and improved service to families and youth. Consultant will co-design and co-facilitate in-person or virtual coaching and technical assistance sessions that will take place monthly implementing the training and coaching plan.</p>				
5.1	Consultant or Subcontractor will facilitate presentations to build capacity of cross system partners and community members as appropriate. 1 session x 4 hrs (1 day)	December 1, 2022 – September 30, 2023	Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 1 day = \$3,000 Full day prep - \$1500 ½ day prep - \$750 1 days prep/eval = \$1,500 Total: \$4,500	\$4,500.00
5.2	Consultant or Subcontractor will provide technical support and assistance to City staff and identified partners to lead and guide the initiative’s vision and strategy, ensuring alignment of existing activities and pursuit of new opportunities towards the initiative’s goal. 8 in-person/virtual meetings = 13.5 hrs	December 1, 2022 – September 30, 2023	Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 2 days = \$6,000 Full day prep - \$1500 ½ day prep - \$750 2 days prep/eval = \$3,000 Total: \$9,000.00	\$9,000.00
5.3	Consultant or Subcontractor will attend and co-facilitate regular committee meetings with City staff and identified community partners. Attend and co-facilitate regular committee meetings to support and guide design and operationalize the SCC Single System of Support. 12 in-person/virtual meetings - 22 hrs	December 1, 2022 – September 30, 2023	Full day - +4 hours: \$3000.00 half day - -4 hrs or less: \$1500 3 days = \$9,000 Full day prep - \$1500 ½ day prep - \$750 3 days prep/eval = \$4,500 Total: \$13,500	\$13,500.00
Subtotal for 5.0 Designing and Implementing the Single System of Support (SSOS):				\$27,000.00

Task #	22-23 – Activity and Deliverable	Timeline	Cost	Total Cost
			Travel costs for in-person	\$5,000.00
			Total Costs:	\$111,500.00
			Collective Impact Solutions Overhead Costs @ 10%:	\$11,150.00
			Total:	\$122,650.00

- A. Payment shall be made as stated in the following schedule, subject to Consultant’s satisfactory performance of this Agreement. Invoices must describe the services provided and bill no more than what is described in the Schedule of Rates and Charges in this Exhibit B. Changes to the Schedule of Rates and Charges must be requested and approved in writing by the CITY.
- B. Invoices will be submitted monthly on the 10th day of the month following provision of services. Invoices shall at a minimum detail:
1. Date of issue of the invoice
 2. A sequential number, based on one or more series, which uniquely identifies the invoice
 3. Business/Tax ID Number
 4. Contact names, addresses and phone numbers of Consultant and the City
 5. Nature and location of the services provided
 6. Date on which the services were provided
 7. Number of Consultant’s member hours worked
 8. Hourly charge rate
 9. Cost of materials and supplies
- C. Consultant agrees to provide as an attachment with each invoice:
1. Daily sign-in logs that demonstrate hours and dates worked on projects.
 2. Receipts for costs of materials or supplies specific to the project.
- D. Invoices shall also include a monthly narrative of success stories, as well as performance reporting as defined in Exhibit A.
- E. Consultant agrees to account for City funds independently from non-City funds by tracking all grants and contracts by “Cost Center”.
- F. Nothing in the City’s payment of any invoice to the Consultant shall be deemed to be a waiver of City’s right to recover from Consultant for any payments made by City that were not spent in accordance with this Agreement, nor shall any payment made to the Consultant in any way impair or prejudice any right or remedy available to City with respect to such breach or default.

- G. Consultant understands that it is liable for repayment of disallowed costs under this Agreement as determined by City. Disallowed costs may be identified through audits, monitoring or other sources. Consultant shall be afforded the opportunity to respond to any adverse findings that may lead to disallowed costs. City shall make the final determination of disallowed costs.
- H. Consultant covenants to City that no services provided by the Consultant under this Agreement shall be duplicative of services provided to another agency from which Consultant receives funding and that the City shall not be charged for costs that are being reimbursed by another entity or agency.
- I. **Certification Required for Fiscal Reports or Invoices.** Pursuant to 2 C.F.R. §200.415, annual and final fiscal reports or vouchers requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind Consultant, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

EXHIBIT C: INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. The City of San José, its officers, employees and agents are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Consultant; products and completed operations of Consultant; premises owned, leased or used by Consultant; and automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees.
- b. Consultant's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, or agents shall be excess of Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided City, its officers, employees, or agents.
- d. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, and agents.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, and agents.

3. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to City's Risk Manager.

F. Verification of Coverage

Consultant shall furnish City with certificates of insurance and endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

Certificate Holder
City of San José—Finance
Risk Management & Insurance
200 East Santa Clara Street, 14th Floor Tower
San José, CA 95113-1905

G. Subcontractors

Consultant shall include all subcontractors or subconsultants as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Consultant shall require subcontractors or subconsultants providing medical services to maintain Professional Liability / Medical Malpractice insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.

Exhibit D: Federal Funding Provisions

Consultant is referred to under this provision as “Contractor”. In addition to all the other terms and conditions of this Agreement, Contractor agrees to comply with the following federal funding provisions in performing the Agreement. If any of these federal funding provisions conflict with any other provisions of this Agreement, the federal funding provisions will take precedence unless the other provision is more restrictive, in which case the other provision will control.

A. Compliance with Applicable Law and Regulations

Contractor agrees to comply with the requirements of sections 601, 602 and 603 (as applicable) of the Social Security Act (42 U.S.C 801 and 802 et seq.), regulations adopted by the U.S. Department of the Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance with other parties in any agreements it enters into with other parties relating to this Agreement.

B. Federal Equal Employment Opportunity (41 C.F.R. Section 60-1.4(b))

In addition to the other nondiscrimination provisions in this Agreement, Contractor will comply with the following:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Copeland "Anti-Kickback"

1. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
2. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

D. Contractor Work Hours and Safety Standards Act.

If the amount of this Agreement exceeds \$100,000, Contractor will comply with the following in addition to any other labor requirements in the Agreement:

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. Federal Clean Air Act Requirements

If the amount of this Agreement exceeds \$150,000, Contractor will comply with the following:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA).

F. Federal Water Pollution Act Requirements

If the amount of this Agreement exceeds \$150,000, Contractor will comply with the following:

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251, et seq.).
2. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of California and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA).

G. Energy Efficiency/Conservation (44 C.F.R. § 13.36(i)(13))

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

H. Suspension and Debarment

Contractor will comply with the following provision:

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City and the State of California, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of

any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor certifies that it is not listed as debarred, suspended, or otherwise excluded by agencies on the governmentwide exclusions in the System for Award Management (www.sam.gov).

Rebecca Mendiola

Email: rebecca@collectiveimpactsolutions.com
Date: 01/25/2023 GMT

Signature of Contractor's Authorized Official

Rebecca Mendiola, Chief Executive Officer

Name and Title of Contractor's Authorized Official

Date

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

A Contractor who applies or bids for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the City.

J. Use of Recovered/Recycled Materials

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
2. Meeting Agreement performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

K. Subcontracting

In addition to all other subcontracting provisions, Contractor shall comply with the following:

1. **Subcontractor Compliance:** The Contractor shall place in any subcontractor agreement the requirement that the subcontractor and all lower tier subcontractors comply with all the terms and conditions of this Agreement, including the Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) requirements.

2. **Small and Minority Businesses, Women-Owned Businesses, and Labor Surplus Area Firms:** If the Contractor is authorized by this Agreement to use subcontractors, the Contractor warrants that it took the following affirmative steps, and that it has retained documentation of these steps:
 - Made reasonable efforts to identify (including using outside entities that specialize in this area) and place qualified small, minority, and women-owned business on subcontractor solicitation list(s) for this Agreement;
 - Made reasonable efforts to solicit the businesses on the list as subcontractors for this Agreement;
 - Divided the scope of work to be subcontracted, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified small, minority, and women-owned business; and
 - Made reasonable efforts to establish delivery schedules for subcontracted work, where requirements permit and it is otherwise appropriate, which encourage qualified small, minority, and women-owned business to respond subcontractor solicitations; and

If at any time during the term of the Agreement the Contractor seeks and obtains authorization to use subcontractors to complete any of the scope of work, the Contractor shall take the affirmative steps listed above when selecting the subcontractor and will maintain documentation of all such efforts.

L. Notice of FEMA Reporting Requirements and Regulations (applicable to FEMA)

In addition to all other reporting requirements in the Agreement, Contractor agrees to comply with the following:

1. **General.** The City is using Public Assistance grant funding awarded by FEMA to the State of California to pay, in whole or in part, for the costs incurred under this Agreement. As a condition of Public Assistance funding under (major disaster or emergency) declaration, FEMA requires the State of California to provide various financial and performance reporting.
 - a. It is important that the Contractor is aware of these reporting requirements, as the City may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements

to the State of California which, in turn, will enable the State of California to satisfy reporting requirements to FEMA.

- b. Failure of State of California to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of federal financial assistance awarded to fund this Agreement.

2. Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

- a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)
- b. 44 C.F.R. § 13.41 (Financial Reporting)
- c. 44 C.F.R § 13.50(b) (Reports)
- d. 44 C.F.R. § 206.204(f) (Progress Reports)
- e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013, as may be amended)
- f. FEMA-State Agreement

3. Financial Reporting. The State of California is required to submit the following financial reports to FEMA:

- a. **Initial Report.** An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project.
- b. **Quarterly Reports.** Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
- c. **Final Report.** A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

4. Performance Reporting. The State of California is required to submit the following financial reports to FEMA:

- a. **Initial Report.** An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project.
- b. **Quarterly Reports.** Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
- c. **Final Report.** A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

M. Access to Records (44 C.F.R. § 13.36(i)(10))

In addition to all other provisions regarding records in this Agreement, Contractor agrees to comply with the following:

1. The Contractor agrees to provide the City, the State of California, the US Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the US Treasury Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
4. In compliance with the Disaster Recovery Act of 2018, the Contractor acknowledges and agrees that no language in this Agreement is intended to prohibit audits or internal reviews by the US Treasury Administrator or the Comptroller General of the United States.

N. Retention of Records (44 C.F.R. § 13.36(i)(11))

In addition to all other records retention requirements in this Agreement, Contractor agrees to comply with the following:

The Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than 5 years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the City, State of California, the US Treasury Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

O. US Treasury Seal, Logo, and Flags

The Contractor shall not use the Department of Treasury (Treasury) seal(s), logos, crests, or reproductions of flags or likeness of Treasury agency officials without specific Treasury pre-approval.

P. No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.

Q. Compliance with Law

This is an acknowledgement that Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) financial assistance will be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable local, state, and federal law, regulations, executive orders, Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) policies, procedures, and directives.

R. Termination and Remedies

1. **For Convenience:** The City may terminate this Agreement at any time and for any reason by giving the Contractor written notice of the termination. The written notice must set forth the effective date of the termination, which must be at least 7 business days' after the date of the written notice.
2. **For Cause:** The City may terminate this Agreement immediately upon written notice for any material breach by the Contractor. If the City terminates the Agreement for cause and obtains the same services from another contractor at a greater cost, the Contractor is responsible for such excess cost in addition to any other remedies available to the City.
3. **Delivery of Work:** If the City terminates the Agreement – whether for convenience or for cause – the City has the option of requiring the Contractor to provide to the City any finished or unfinished work product prepared by the Contractor up to the date of Contractor's receipt of the written notice of termination.
4. **Compensation:** The City will pay the Contractor the reasonable value of services satisfactorily rendered by the Contractor to the City up to the date of Contractor's receipt of the written notice of termination. For services to be "satisfactorily rendered," the City must determine that the Contractor provided them in accordance with the terms and conditions of this Agreement. The City will determine the reasonable value of satisfactorily rendered services based on the compensation agreed to by the Parties attached to this Agreement.
5. **Receipt of Notice:** For purposes of this provision, the Contractor's receipt of the written notice of termination will be determined based on the method of providing notice. The notice is effective: if e-mailed when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement); when personally delivered if personal service; and 3 calendar days after deposit in the United States mail, whichever occurs first.

S. Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

T. Drug-Free Workplace

Contractor agrees to comply with requirements for Drug-Free Workplace under 31 C.F.R. Part 20.

U. Uniform Relocation Assistance and Real Property Acquisition Act of 1970

Contractor agrees to comply with 42 U.S.C. Sections 4601-4655 and implementing regulations.

V. Discrimination Prohibition

Contractor agrees to comply with statutes and regulations prohibiting discrimination including:

- The Contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement;
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

W. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor agrees to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

X. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor agrees to encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

Attachment 1: Certification Regarding Lobbying

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Collective Impact Solutions, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Rebecca Mendiola

Email: rebecca@collectiveimpactsolutions.com
Date: 01/25/2023 GMT

Signature of Contractor's Authorized Official

Rebecca Mendiola, Chief Executive Officer

Name and Title of Contractor's Authorized Official

Date