

**AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into, effective on \_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (the City), and SOUTHWEST STRATEGIES LLC, A California LLC (the Consultant).

**RECITALS**

WHEREAS, the City desires to obtain professional Education and Outreach services for City of Fresno Residential Food Waste Education and Outreach Program (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Public Outreach firm and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Director of Public Utilities (Administrator) or designee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
  - (a) The Consultant's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Two Hundred Ninety-Nine Thousand and Seven Hundred Forty-Four Dollars (\$299,744.00), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.
  - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of the City

business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the

Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the

Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and costs to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors\sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full

force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.
- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may

be waived in writing by the City Manager, if no actual or potential conflict is involved.

- (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
  - (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
  - (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
  - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
  - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
  - (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business

hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:
- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
  - (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City



harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
  - (a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
  - (b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.
17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions

of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements,

either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Brock D. Buche, PE, PLS, Director  
Department of Public Utilities

APPROVED AS TO FORM:  
ANDREW JANZ

City Attorney  
By: Angela M. Karst 7/11/2023  
Angela M. Karst Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Clerk Attesting Date

Addresses:

CITY:  
City of Fresno  
Attention: Ahmad Alkhayyat  
Assistant Director  
1325 El Dorado St.  
Fresno, CA 93706  
Phone: (559) 621-1801  
E-mail:  
Ahmad.Alkhayyat@fresno.gov

SOUTHWEST STRATEGIES, LLC,  
A California LLC

By: Elizabeth Hansen 7/11/2023

Name: Elizabeth Hansen

Title: President  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

By: Chris Wahl 7/11/2023

Name: Chris Wahl

Title: CEO  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Any Applicable Professional License:

Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

CONSULTANT:  
Southwest Strategies, LLC  
Attention: Jessica Luternauer,  
Senior Vice President  
2491 Alluvial Avenue, #33  
Clovis, CA 93611  
Phone: (858) 541-7800  
E-mail:  
jluternauer@swspr.com]

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

**EXHIBIT A**

**SCOPE OF SERVICES**

**Consultant Service Agreement between City of Fresno (the City)  
and [Consultant Name] (the Consultant)**  
City of Fresno Residential Food Waste and  
Outreach Program

## Exhibit A

### Scope of Work

#### Task A: Project Kickoff and Branding

Preliminary planning and research activities inform a holistic, thorough global strategy. This is essential for a project of this nature, as it will set the stage for a successful outreach program and will ensure our team effectively crafts messaging that will resonate with audiences across platforms.

**Kickoff session:** Southwest Strategies, HDR and Gigantic will convene an in-person or virtual kickoff session with City of Fresno staff to discuss outreach conducted to date, lessons learned, program goals, high-level strategy and any other pertinent project details for this work. Our team will coordinate meeting logistics, take notes and track the next steps.

**Collateral materials audit:** If desired, our team can conduct an audit of existing collateral materials to understand better what information the public has received on this effort to date. From there, we will identify strengths, weaknesses and opportunities for improvement to ensure all Fresno residents are educated and empowered to comply with this program.

**Message platform:** Our team will prepare a message platform with detailed proof points based on information garnered during the kickoff session and collateral materials audit. This will ensure all materials are readily understood and help promote the adoption of the new program across audiences within the City. Our team will work to accurately reflect SB 1383's technical details while also ensuring content can be readily implemented.

**Branding:** Branding and logos serve as the initial impression and help build ongoing awareness of this campaign and SB 1383 compliance. Overall, we recommend branding be implemented to visually underscore the ease and convenience of composting and green waste reduction as a means of increasing compliance. While specific recommendations are subject to change based on your feedback, this could include a mascot and other details to make this a fun, engaging project for the community.

#### Task B: Direct Engagement

Meeting people where they already are is a hallmark of equitable engagement,

and direct engagement is an essential strategy for this effort. Our team recommends an exhaustive direct engagement campaign via community booths, in-person meetings, briefings and more to educate the public about how to compost correctly and its benefits to the community as a whole. Our approach will be finetuned as program implementation rolls out to maximize reach. Collateral materials prepared for this will be translated into Spanish and Hmong, which will be available at all events.

**Booths at events/fairs:** Southwest Strategies will have booths at community events in Fresno to connect with customers and visitors. Objectives include identifying reasons for attendance, increasing visit frequency and promoting meal planning strategies to prevent food waste, extend fresh food life and cook with food scraps. Events include the Big Fresno Fair, farmers markets, National Garlic Festival, Hmong New Year Celebration, Día de los Muertos, Fresyes Fest and Fresno State Vintage Days.

**Community workshops:** Hosting community workshops in English and Spanish is an effective way to educate the public about food waste programs and engage individuals in the cause. To garner feedback from residents, Southwest Strategies will arrange community workshops in person throughout the City and virtually. These workshops can provide a space for individuals to learn about the program's benefits, get tips on reducing food waste and connect with other like-minded community members.

**Public meetings:** Southwest Strategies will work to coordinate logistics for public meeting sessions held in English and Spanish that are in geographically diverse areas within Fresno and accessible to the public. Our team will also coordinate logistics which includes researching potential spaces and visiting the sites to ensure they can accommodate the anticipated number of participants and requisite audio-visual needs, and coordinating reservations and payment. Whenever possible, we will work to secure community spaces from trusted community partners to promote dialogue among all members of the public. We will also develop presentation materials, display boards, sign-in sheets and signage, and coordinate necessary reviews to finalize these documents.

**Facility tours:** We will provide recommendations for onsite visits to Fresno recycling centers and the Department of Public Utilities with key community leaders, elected officials, grassroots leaders, local media and others to promote how recycling works and the intricacies of accurate composting to prevent food waste. This will include an extensive educational component about recycling organic waste and the environmental impacts that come along with it. If desired, our team can prepare

a toolkit for tour attendees to engage their channels to further promote composting throughout the region.

**Presentations at schools, HOA board meetings and other locations:**

Presenting food waste programs to schools, homeowners associations (HOAs) and other community groups can be a useful way to promote sustainable practices and reduce environmental impact. These programs can include education on the benefits of composting, tips on reducing food waste and practical strategies for diverting food waste from landfills. Southwest Strategies will coordinate presentations to schools, HOAs and other community groups to promote green practices and reduce environmental impact. A briefing packet will be prepared to support presentations and will include a high-level PowerPoint, talking points and a fact sheet to be distributed to attendees.

**Informational hotline and/or email address:** Our team will work to monitor a project email inbox and informational hotline available in multiple languages, such as Spanish, along with responding to stakeholder questions or comments received. Establishing a project hotline and dedicated email address for inquiries will enable residents and community members to provide feedback and follow up after public meetings and community workshops. This will ensure more two-way communications and build goodwill by promoting engagement.

## Task C: Digital Engagement

A multifaceted and thorough digital engagement campaign is essential to authentic, exhaustive and meaningful education on this subject. Meeting people where they already are—through geo-targeted social media ads; digital ads to promote the website; updates on the City of Fresno website; engaging video stories; Spotify and Pandora ads; and extensive, innovative Facebook, Instagram and TikTok content will be essential to thoroughly educate the public and fostering meaningful adoption of food waste composting citywide. To achieve this, we propose the following strategies be implemented:

**City website, social media accounts (Facebook/Twitter/Instagram posts) and Nextdoor:** HDR will prepare an in-depth, dynamic series of webpages for the City's website. This will detail information on acceptable and unacceptable materials for the three-container collection service of green, blue and gray bins. We will work together to also develop an overarching message platform to inform a social media campaign and digital advertisements regarding home composting solutions for this effort. We will prepare and implement a social media calendar of content and conduct a deep dive analysis of how to



leverage social media to best reach key target audiences. Our print materials will include QR codes and other innovative links to drive website visits, engagement and overall educational outreach via informative, entertaining content.

Content will be translated into Spanish and Hmong and additional languages when desired to maximize engagement throughout the City.

**Social media toolkits for third-party organizations, influencers and community groups:** A social media toolkit in English and Spanish will be developed to share with key stakeholders to help further spread awareness of the program. The social media toolkit will include copy, graphics, photos and other pertinent program information to be shared across channels like Facebook, Twitter, Instagram and LinkedIn. The toolkit will provide reminders to help outside organizations easily share information, messages and events. Potential organizations include, but are not limited to, the following: City of Fresno - Office of the Mayor, Fresno City Council Members, Cultiva La Salud, The Leadership Council for Justice and Accountability, Fresno Area Hispanic Foundation, Fresno Metro Black Chamber of Commerce, Fresno Housing, Fresno Economic Development Council, The Fresno Center, Fresno Chamber of Commerce, Fresno Economic Opportunities Commission, Fresno State Office of Community and Economic Development, Fresno Unified School District, Building Healthy Communities and San Joaquin Valley Air Pollution Control District.

**Educational social media posts, stories and videos:** This will include fun, engaging Instagram stories about green waste and its disposal. The stories will include polls or quizzes to increase engagement and education efforts and will be saved as highlights on The City of Fresno's profile. We'll use a bold font in title case and brand colors with a solid backdrop or static image when helpful. The content will be presented to low-vision audiences to ensure ADA compliance. Instagram stories provide a steady presence of visual content that can build a stronger bond with followers and be cross-posted to other channels. Examples of stories include recipes, information on "use by" dates, composting tips, dispelling myths, and the environmental impact of un-composted green scraps and why compliance with SB 1383 is beneficial for our community.

**Geo-targeted social media advertisements:** A geo-targeted ad campaign utilizing eye-catching content and strong calls-to-action will provide a cost-effective way to reach audiences throughout Fresno. A mix of advertising channels is recommended to maximize the reach of this program. We will use Facebook location targeting to deliver customized messages to our target audience, then use Facebook's retargeting pixel to continue to display our ads to residents as they browse the internet. Instagram ads promoting food waste

will appear on users' feeds, stories, and explore pages in the same format as content from other Instagram accounts. They will have more features than a normal post, such as links and call-to-action buttons. Instagram ads contain many different formats such as images, stories, videos, Explore and reels.

**Digital advertisements:** Google's Display network will provide an opportunity for the campaign to target specific customers by region and zip code. Southwest Strategies will bid on search terms so that our ads are shown as customers search for information regarding food waste education. Our team can also add the Fresno Bee and other digital ads to further our digital ad reach in the area.

**Streaming radio advertisements:** Our team will develop advertisements on Spotify and Pandora by having free access to creative and production tools such as a library of background tracks, voice actors and professional audio mixing. Mobile banners detailing the program can appear on the "now playing" screen where listeners can see and hear messages. In-stream audio ads can play for fifteen seconds between songs.

## Task D: Print Engagement

Our team regularly utilizes the rule of seven to conduct our outreach, including print engagement. This means reaching people seven times through seven different means to ensure the message resonates. Print engagement is a cornerstone of this effort. While digital marketing offers numerous benefits, print media can be an effective way to reach target audiences and establish a tangible connection. As such, we have devised a multipronged, thorough engagement strategy to conduct comprehensive community canvassing and print engagement. These materials will be translated into Spanish and Hmong at a minimum and distributed throughout the City, with an emphasis on equitable engagement to reach the traditionally underserved.

**Letter from City to residential customers:** Cost-effective outreach strategies such as sending letters can ensure the saturation of communities, specifically residents. Because letters are delivered directly to residents, they are more likely to read information about the program when sent in this manner. We will develop one or more letters that will be mailed to all Department of Public Utilities' residential customers informing them of SB 1383 and the two-phase approach of the program that includes food waste prevention and collection. The letter will also provide a program timeline to establish awareness, project details and avoid confusion.

**Informational brochures (direct mail):** Using informational brochures is a useful

way to inform the public about food waste programs. These brochures can provide clear and concise information on the benefits of reducing food waste, how to properly compost food scraps and ways to reuse leftover food. As desired, Southwest Strategies will develop informational brochures in English, Spanish and Hmong that will be mailed to residents highlighting a general overview of SB 1383 focusing on the benefits of food waste reduction and reinforcing the importance of organics recycling. In addition to direct mail, distributing these brochures in public places such as community centers, farmers' markets and grocery stores, more people can learn about the importance of reducing food waste and take action to support these programs.

**Posters/flyers:** Posters and flyers in English, Spanish and Hmong will be developed on an as-needed basis. Content will include, but not be limited to food waste prevention tips and waste sorting detailing what products go in the green, gray, and blue bins. Posters will be distributed in community centers, CBO offices, multi-family complexes, local businesses, colleges and universities, and other locations. Flyers will be distributed at community events/fairs as described in the direct engagement section below.

**Giveaways:** Promotional giveaways can be developed for use during direct engagement events. These can include informational stickers, magnets, keychains and other items that can be readily utilized in homes throughout the City to serve as handy reminders of how to compost properly.

**Billboards:** Billboards, with their large and attention-grabbing display, can effectively communicate a clear message and reach a broad audience. A well-designed billboard can feature a simple and catchy slogan and provide information on local food waste initiatives, such as composting or recycling programs. Placing billboards in high-traffic areas, such as highways or busy city streets in targeted areas, can maximize exposure and create awareness about food waste reduction efforts. We will create billboard graphics and messaging in English, Spanish and Hmong that will reinforce the key messages of the campaign.

High-profile locations to be considered include the digital billboards at the Manchester Center adjacent to State Route 41, the Granite Park digital billboard adjacent to State Route 168 and the Chukchansi Park baseball stadium.

**Newsletters (direct mail and email):** To raise awareness about the program and leverage relationships with key external partners and third-party stakeholders, we'll create two newsletters about SB 1383 to distribute digitally and in print to external partners and stakeholders. The newsletters will

introduce the program and focus on food waste reduction, along with organics collection roll-out details. They'll also include major milestones and project updates and be distributed monthly electronically and quarterly in print. We'll distribute them at high-traffic locations, including farmer's markets, grocery stores, libraries, community centers, schools, workplaces, food banks, government offices, neighborhood associations, health clinics, and places of worship.

## Task E: Media Engagement

At its core, an effective media engagement program for this project will educate the public about SB 1383, demonstrate progress achieved to date and work to effectively promote behavior change among all Fresno residents. With this in mind, a multipronged, multilingual media strategy is essential to reach as much of the community as possible and ensure they remain engaged throughout this effort. This includes extensive outreach leading up to and coordination of a new conference launch event on September 1, 2023, as outlined in the RFQ timeline. We will work with various stakeholders to promote residential food waste education among media channels, including The Business Journal, The Fresno Bee, GV Wire, KMJ, Radio Bilingüe, KVPR, KBIF and others. This would include news releases, opinion editorials, letters to the editor, editorial board briefings, and multilingual radio interviews. To achieve this, we propose the following strategies be implemented:

**News releases:** Our team will prepare news releases and media advisories to commemorate important project milestones and other media-worthy events. Particular focus will be placed on engaging print, radio and television media outlets to maximize reach among disparate audiences.

**Multilingual radio interviews and ads:** Fresno and the surrounding area's local radio stations have strong loyal followings. Our team will work with the most popular local radio stations to understand lead times for radio advertisements and on-air reads. Southwest Strategies will promote food waste prevention activities regarding meal planning, smart shopping, creative cooking with food scraps and other related topics. We will coordinate all aspects of the radio advertisements announcing the green cart collection expansion for food scraps and compost product availability in preparation for spring gardening.

**Editorial board briefings:** We will coordinate editorial briefings with key outlets. To prepare, our team will develop media packets that include fact sheets, infographics, talking points and a Frequently Asked Questions (FAQ) page. Leading up to the September launch of the new food scraps collection program, we recommend an editorial board briefing to engage and educate

the public about what to expect, how to participate and proactively dispel any common misconceptions about composting and food scraps collection processes.

**Op-eds:** We will prepare and submit timely opinion editorials to educate the public about the City's SB 1383 compliance work, progress made to date and upcoming work to be conducted for compliance. This could be placed by SWMD leadership, a City elected official or a prominent community member, such as a CBO leader. We have excellent relationships with local editorial staff and have successfully placed op-eds with local media.

**Letters to the editor:** Our team will initiate a timely letters-to-the-editor campaign to increase the potential for positive publicity. Southwest Strategies would coordinate the drafting, authoring and submittal of the letters to targeted publications. Letters could serve as follow-up press for feature stories and/or opinion pieces that run related to the project.

## **SCHEDULE OF FEES AND EXPENSES**

## 7. Fee Schedule

Southwest Strategies proposes to bill on a time and materials basis every month as detailed below. Any direct costs listed in the proposed operational expense breakdown section will be approved in advance by your staff prior to our incurring these expenses. Direct costs, including direct mail, are based on the most recent cost estimates received from mail houses. We recognize the City may have cost-saving printing and other capacities, which we would recommend using to then increase media buying. This budget is subject to change based on further discussions with you.

### CONTRACTOR HOURLY RATES

Task A: Kickoff & Branding	Staff Member	Hourly Rate	Number of Hours	Anticipated Cost
	Jessica Luternauer, SWS	\$190	1	\$190
	Rachel Audino, SWS	\$170	6	\$1,020
	Cynthia Martinez, SWS	\$125	0	\$0
	Katrina Rohfles, SWS	\$95	10	\$950
	Jacob Snyder, SWS	\$95	0	\$0
	Mayra Ortiz, SWS	\$90	40	\$3,600
	Lisa Marie Alley, HDR	\$303.01	14	\$4,242
	Amber McGarvey, HDR	\$106.02	10	\$1,060
	Michaela Payne, HDR	\$141.76	8	\$1,134
	Kelly Spitzley, HDR	\$193.54	2	\$387
	Adrienne Dobrowski, HDR	\$193.31	2	\$387

	Kolton Krammer, HDR	\$143.62	4	\$574
	John Carlton, HDR	\$398.21	4	\$1,593
	Tracie Bills, HDR	\$323.10	4	\$1,292
	Lynsee Hansen, HDR	\$138.46	12	\$1,662
	Jacare Palmer, HDR	\$132.16	14	\$1,850
	Lisa Duba, Gigantic	\$175	20	\$3,500
<b>Kickoff and Branding Total</b>				<b>\$23,442</b>
<b>Task B: Direct Engagement</b>	Jessica Luternauer, SWS	\$190	10	\$1,900
	Rachel Audino, SWS	\$170	40	\$6,800
	Cynthia Martinez, SWS	\$125	125	\$15,625
	Katrina Rohfles, SWS	\$95	100	\$9,500
	Jacob Snyder, SWS	\$95	80	\$7,600
	Mayra Ortiz, SWS	\$90	40	\$3,600
	Lisa Duba, Gigantic	\$175	5	\$875
<b>Direct Engagement Total</b>				<b>\$45,900</b>
<b>Task C: Digital Engagement</b>	Jessica Luternauer, SWS	\$190	4	\$760
	Rachel Audino, SWS	\$170	20	\$3,400
	Cynthia Martinez, SWS	\$125	5	\$625
	Katrina Rohfles, SWS	\$95	30	\$2,850
	Jacob Snyder, SWS	\$95	100	\$9,500
	Mayra Ortiz, SWS	\$90	40	\$3,600
	Lisa Marie Alley, HDR	\$303.01	8	\$2,424
	Amber McGarvey, HDR	\$106.02	40	\$4,241
	Michaela Payne, HDR	\$141.76	20	\$2,835
	Kelly Spitzley, HDR	\$193.54	20	\$3,871
	Adrienne Dobrowski, HDR	\$193.31	6	\$1,160
	Kolton Krammer, HDR	\$143.62	50	\$7,181
	John Carlton, HDR	\$398.21	4	



	Lisa Duba, Gigantic	\$175	5	\$875
<b>Total</b>				<b>\$44,915</b>
<b>Task D: Print Engagement</b>	Jessica Luternauer, SWS	\$190	10	\$1,900
	Rachel Audino, SWS	\$170	30	\$5,100
	Cynthia Martinez, SWS	\$125	40	\$5,000
	Katrina Rohfles, SWS	\$95	25	\$2,375
	Jacob Snyder, SWS	\$95	100	\$9,500
	Mayra Ortiz, SWS	\$90	10	\$900
	Lisa Marie Alley, HDR	\$303.01	6	\$1,818
	Amber McGarvey, HDR	\$106.02	24	\$2,544
	Michaela Payne, HDR	\$141.76	12	\$1,701
	Adrienne Dobrowski, HDR	\$193.31	3	\$580
	Kolton Krammer, HDR	\$143.62	24	\$3,447
	John Carlton, HDR	\$398.21	2	\$796
	Lisa Duba, Gigantic	\$175	35	\$6,125
<b>Print Engagement Total</b>				<b>\$41,787</b>
<b>Task E: Media Engagement</b>	Jessica Luternauer, SWS	\$190	10	\$1,900
	Rachel Audino, SWS	\$170	20	\$3,400
	Cynthia Martinez, SWS	\$125	5	\$625
	Katrina Rohfles, SWS	\$95	20	\$1,900
	Jacob Snyder, SWS	\$95	0	\$0
	Mayra Ortiz, Graphic Design Support, SWS	\$90	0	\$0
<b>Total</b>				<b>\$8,700</b>
<b>Direct Costs</b>				
Print and digital ad buys				\$60,000
Direct mail				\$75,000
<b>TOTAL</b>				<b>\$299,744</b>

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Consultant Service Agreement between City of Fresno (the City) and Southwest Strategies LLC (the Consultant)**

#### **City of Fresno Education and Public Outreach Program**

### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

### **MINIMUM LIMITS OF INSURANCE**

the Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

#### **1. COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,

- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

**UMBRELLA OR EXCESS INSURANCE**

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

**OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and for all ongoing and completed operations by

use of ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: the Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**SUBCONTRACTORS** - If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City Risk Manager or designee. If no Side Agreement is required, the Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

### **VERIFICATION OF COVERAGE**

The Consultant shall furnish the City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to the City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

**EXHIBIT C  
DISCLOSURE OF CONFLICT OF INTEREST**

City of Fresno Residential Food Waste Education and Outreach Program

		<b>YES*</b>	<b>NO</b>
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
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Additional page(s) attached.

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 Signature  
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 Date  
 chris wahl  
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 (Name)  
 Southwest Strategies LLC  
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 (Company)  
 401 B Street, Suite 150  
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 (Address)  
 San Diego, CA 92101  
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 (City, State Zip)