

**Agreement between City of Fresno
and
Fresno Pacific University/Center for Community Transformation
For Lead Agency Operation of the Mayor's Faith-Based Partnership Council**

This Agreement is made and entered into this 1st day of August, 2017, by and between the CITY OF FRESNO, a municipal corporation (CITY) and CENTER FOR COMMUNITY TRANSFORMATION, a program within FRESNO PACIFIC UNIVERSITY CENTER, a California nonprofit religious corporation (CCT).

RECITALS

WHEREAS, CITY, through the Office of the Mayor, will appoint a volunteer Faith-Based Partnership Council (COUNCIL) made up of faith leaders in the City of Fresno as either Congregational Leaders (Senior Pastor level) or Executive Directors of Faith-based Organization representing various congregations, denominations, networks or associations. Although membership will be at the invitation of the Mayor, faith leaders may request membership or be nominated by current members; and

WHEREAS, COUNCIL will advise the Mayor's Office on critical issues pertaining to topics that directly involve their religious, faith-based or community-based organizations in Fresno; serve as a liaison between their congregations, denominations or networks; provide information, news and updates; and, form recommendations on how the CITY can more effectively partner with faith-based organization to help the wider community. COUNCIL will include over 200 members and will meet at least once a year with regular communications during the year. A COUNCIL CABINET made of denominational and network leaders will meet quarterly; and

WHEREAS, CCT will work with the Mayor's Office to convene and host quarterly meetings of an executive COUNCIL CABINET, conduct communications with the COUNCIL, track and report progress of projects, and plan and implement the annual Mayor's Faith-Based Community Report event with the COUNCIL's broader membership.

NOW THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Scope of Services. CCT shall work with the Mayor's Office to convene and host quarterly meetings of the COUNCIL CABINET, track and report progress of projects, plan and implement the annual Mayor's Faith-Based Community Report event with the COUNCIL's broader membership and other services as set forth in Exhibit A.

2. Term of Agreement. This Agreement shall be for a term commencing on August 1, 2017, through July 31, 2018, unless sooner terminated pursuant to the provisions of this Agreement. CITY may extend this Agreement by annually granting a one-year extension to CCT. Regardless of the date of execution of this Agreement, the effective date shall be August 1, 2017.

3. Compensation. CCT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$12,000.00 based up ten hours per month at \$100 per hour. The parties may modify this Agreement to increase or decrease the scope of services which may include an adjustment to the CCT's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative of each party.

4. Termination. This Agreement may be terminated by either party at any time during the term for any reason, upon giving to the other party at least thirty days' written notice of termination.

5. Independent Contractor. In furnishing of the services provided for herein, CCT is acting solely as an independent contractor. Neither CCT, no any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, 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 CCT performs its work and functions. However, the CITY shall retain the right to administer this Agreement so as to verify CCT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between CCT and the CITY. CCT has no authority to bind the CITY absent the CITY's express written consent. Except to the extent otherwise provided in this Agreement, CCT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, CCT and its officers, agent, and employees shall have absolutely no right to employment rights and benefits available to the CITY's employees. CCT 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, CCT shall be solely responsible to indemnify, defend, and hold the CITY harmless from all matters relating to employment and tax withholding for and payment of CCT'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's employment benefits, entitlements, programs, and/or funds offered employees of the CITY whether arising by reason of any common law, de factor, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CCT may be providing services to others unrelated to this Agreement.

6. Indemnification. To the furthest extent allowed by law, CCT shall indemnify, hold harmless, and defend 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 and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CCT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If CCT should subcontract all or any portion of the services to be performed under this

Agreement, CCT shall require each subcontractor to indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

To the furthest extent allowed by law, CITY shall indemnify, hold harmless, and defend CCT 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 and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CITY, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

This section shall survive termination or expiration of this Agreement.

7. Insurance.

(a) Throughout the life of this Agreement, CCT 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 or 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, CCT or any of its subcontractors 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 CCT 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 CCT 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 CCT shall not be deemed to release or diminish the liability of CCT, 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 CCT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CCT, its principals, officers, agents, employees, persons

under the supervision of CCT, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If CCT should subcontract all or any portion of the services to be performed under this Agreement, CCT shall require each subcontractor to provide insurance protection, as an additional insured, to the CITY and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CCT and the CITY prior to the commencement of any services by the subcontractor. CCT and any subcontractor shall establish additional insured status for the CITY, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

8. Notices and Representatives All notices required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by U.S. Mail, postage prepaid, addressed as follows:

CITY

H. Spees
Director, Strategic Initiatives
City of Fresno
Office of the Mayor

2600 Fresno Street
Fresno, CA 93721

CCT

Randy White
Executive Director

Center for Community Transformation
Fresno Pacific University
1717 S. Chestnut Avenue
Fresno, CA 93702

9. Miscellaneous Provisions

A. Governing Law and Venue. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this Agreement, the parties agree that venue shall be in Fresno County.

B. Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and shall not be used in its construction.

C. Exhibits. Any and all exhibits which are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement.

D. Amendments. This Agreement may only be amended by formal written agreement executed by both parties.

E. Severability. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions shall not be affected hereby and shall remain in full force and effect.

F. 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 will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

G. Entire Agreement. This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

H. Binding on All Successors and Assigns. Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective heirs, successors, assigns, and legal representatives.

I. Compliance with Law. In providing the services required under this Agreement, Buyer shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, including prevailing wages, if applicable, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

IN WITNESS WHEREOF, The parties hereby execute this Agreement at Fresno, California as of the day and year hereinabove written.

City of Fresno
a California municipal corporation

By: 
Wilma Quan-Schechter
City Manager


APPROVED AS TO FORM
DOUGLAS T. SLOAN
City Attorney


By: 
Tracy N. Parvanian Date 8-3-17
Deputy City Attorney

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy 8.3.17

Fresno Pacific University, a California
nonprofit religious corporation

By: 
Robert Lippert
Vice President of Finance
Fresno Pacific University

By: 
Randy White
Executive Director, CCT
Fresno Pacific University

Exhibits:

A: Outline of Mayor's Faith-Based Partnership Council

B: Insurance Requirements

C: Summary of Reporting Requirements

EXHIBIT A



The Mayor's Faith-Based Partnership Council

Summary

Mayor Lee Brand is appointing a Faith-Based Partnership Council (Council) in order to share information and build partnerships to improve the welfare of Fresno.

Background

Upon his election, Mayor Brand immediately outlined a number of strategic initiatives he believed were critical to the prosperity of Fresno. The human and material resources present in congregations, faith-based organizations, and people of all faiths are critical in accelerating the City's economic prosperity, quality of life, public safety and unity. Mayor Brand's vision is for a stronger, more engaged and better informed community that leverages the diversity of faiths to build on common community goals and interests.

Objectives

- Advise the Mayor on critical issues pertaining to topics that directly involve religious groups, faith-based or community-based organizations in Fresno;
- Serve as a liaison between congregations, denominations or networks and the Mayor's office;
- Provide information, news and updates from the City to religious and charitable groups;
- Recommend how the City can more effectively partner with faith-based organizations to help the wider community; and
- Engage congregations and constituencies in actions, projects and programs connected to key Mayoral initiatives and critical to the City's welfare.

The Council will focus on Issues and Actions

The Council will focus attention, advice and involvement toward ongoing issues currently facing the City such as job creation, reduction of concentrated poverty, neighborhood revitalization, implementation of community policing, immigration policy, and issues related to marijuana.

The Council may be called upon to involve their constituencies to take action on issues including: provision of immigration services, recruiting a new cadre of volunteer chaplains, neighborhood response teams, and home repair projects with low-income homeowners in revitalizing neighborhoods, engagement in actions that reduce homelessness, and job mentoring projects for youth engaged in career technical education.

Membership

Mayor's Faith-Based Partnership Council

The Council shall be made up of faith leaders serving in the City of Fresno as either Congregational Leaders (Senior Pastor level) or Executive Directors of Faith-Based Organizations representing various congregations, denominations, networks or associations. Although membership will be at the invitation of the Mayor, faith leaders may request membership or be nominated by current members. It is anticipated this Council will include over 200 members and will meet at least once a year for the Mayor's Faith-Based Community Report with regular communications during the year.

Council Cabinet

The Mayor and the Council will be served by a Council Cabinet appointed by and serving at the pleasure of the Mayor made up of faith leaders meeting at least quarterly. These leaders will represent various denominational and network leaders connected to a majority of the Council.

The following are examples of potential members of the Council Cabinet:

1. Roman Catholic Bishop, Diocese of Fresno
2. Pastor-at-Large, Peoples Church and Chairman, CityFest Network
3. President, West Fresno Ministerial Alliance
4. Imam, Islamic Cultural Center of Fresno
5. President, Fresno Pacific University
6. Executive Director, Every Neighborhood Partnership
7. Director, Center for Community Transformation
8. Pastor, Christian Temple and Director, Pastors' Clusters
9. Chairman, Inter-Faith Alliance
10. Rabbi, Temple Beth Israel
11. Leader, Church of Jesus Christ Latter Day Saints
12. Executive Director, Evangelicals for Social Action/Love Inc.
13. Congregation Leader, Fresno Sikh Institute
14. Senior Pastor, Greek Orthodox Church
15. Senior Pastor, Holy Trinity Armenian Church
16. Senior Pastor/Leader, Pastores en Oracion
17. Executive Director, Faith in Fresno
18. Executive Director, Mennonite Central Committee
19. Senior Pastor, Unitarian Universalist Church
20. Senior Pastor, The Peoples Church
21. Senior Pastor, Hmong Alliance Church
22. Executive Director, Fresno Rescue Mission
23. Executive Director, Poverello House

Methodology

Fresno Pacific University's Center for Community Transformation will work with the Office of the Mayor to host quarterly meetings of executive council, conduct communications with the executive council, track and report on progress of projects, and host the annual Mayor's Faith-Based Community Report with the Council's broader membership.

The Council will meet in January for an annual Mayor's Faith-Based Community Report. The Council Cabinet will meet in March, early June and October. The agendas of each quarterly

meeting as well as the annual Mayor's Faith-Based Community Report will be distributed in advance to the Council Cabinet and Council Members respectively.

The benefit to Council and Cabinet members

- Regular contact with the Mayor of Fresno to provide input and share perspectives with him;
- The ability to shape and participate in actions fostering concrete community betterment; and
- Social cohesion and growth stemming from involvement in shared projects.

Contract

The City of Fresno will enter into a contract with Fresno Pacific University's Center for Community Transformation (CCT) for an estimated ten hours per month at \$100 per hour for a total of \$12,000 per year which will involve the whole CCT team.

Exhibit B

INSURANCE REQUIREMENTS

Agreement between City of Fresno (City) and Fresno Pacific University Center for Community Transformation (Consultant) for Operation of Mayor's Faith Based Partnership Council

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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

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 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.

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: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

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 (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. 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, CONSULTANT shall furnish 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 CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) 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 CONSULTANT shall not be deemed to release or diminish the liability of 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 CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, 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 CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.