

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

THIS AGREEMENT is made and entered into, effective on _____, (Effective Date), by and between the CITY OF FRESNO, a California municipal corporation (City), and Network for Culture & Arts Policy, LLC (Consultant), (together Parties).

RECITALS

WHEREAS, City desires to obtain professional Research, Strategic Planning, and Implementation services (Services) for the City's Cultural Arts Plan (Project); and

WHEREAS, Consultant is engaged in the business of furnishing research, strategic planning, and implementation services and hereby represents that it desires to and is professionally and legally capable and appropriately licensed of performing the services called for by this Agreement; and

WHEREAS, 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 City by its PARCS Director (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. Consultant shall perform to the satisfaction of 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 Effective Date and shall continue in full force and effect through June 30, 2023 (Date of Expiration), subject to any earlier termination in accordance with this Agreement. The Services of 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 the Date of Expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Consultant's sole compensation for satisfactory performance of all Services required or rendered pursuant to this Agreement shall be a total fee of \$150,000 (Fee), made payable by check or money transfer in four equal parts as following: first payment shall be made on or by May 15, 2022; second payment shall be made on or by August 15, 2022; third payment shall be made on or by December 15, 2022; fourth and Final Payment shall

be made on or by March 31, 2023. Such Fee shall include all expenses incurred by Consultant, except for costs associated with interpretation services (such as in-person translated language during community meetings and/or onsite engagement opportunities), in performance of the services. Costs associated with Interpretation services shall be incurred by City.

- (b) Consultant shall render a detailed statement showing progress on Project tasks at least 15 days prior to each scheduled payment date set forth in Section 3(a) above, excluding the first scheduled payment due date.
- (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 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. Consultant shall not be entitled to any additional compensation if additional services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) after seven calendar days of receipt of a prior written notice with or without cause by City to Consultant; (iii) 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, Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Consultant that are owned by City. Subject to the terms of this Agreement, Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. 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 Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Consultant, 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 City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Consultant shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Consultant fails to comply with any terms or conditions of this Agreement.
- (f) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. 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 Consultant pursuant to this Agreement shall not be made available to any individual or organization by Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Consultant shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and non-publicly available information of 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 to City.
- (b) Any and all writings and documents prepared or provided by Consultant pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, 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.
- (e) Consultant reserves the right to include credits/acknowledgements within the final deliverables, as well as the right to make references to take credit in and display completed work for business purposes, including but not limited to promotional materials.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Consultant represents to City that 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, City relies upon the skill of Consultant and any subcontractors to do and perform such services in a skillful manner and Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, Consultant 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 Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant 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.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, and no later than seven days after the Effective Date, 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 City's Risk Manager or designee at any time and in its 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 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, 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 Consultant shall be withheld until notice is received by 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 City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by 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 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 duty to indemnify 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 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.
- (d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor/sub-consultant 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 Consultant and City prior to the commencement of any services by the subcontractor. Consultant and any subcontractor/sub-consultant shall establish additional insured status for 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.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, 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, Consultant shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Consultant in such statement.

- (b) 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 City, Consultant shall provide a written opinion or affidavit of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. 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, Consultant shall immediately notify City of these facts in writing.
 - (c) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by 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) 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 Consultant, nor any of 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. 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, Consultant shall remain responsible for complying with Section 9(b), above.
 - (f) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, 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 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, Consultant at its sole cost and expense shall:

- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (b) Immediately contact 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 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 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 Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to 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 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 City until such action is resolved, or until the end of said time period whichever shall later occur. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, 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 City, Consultant shall have provided evidence to City that Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, Consultant shall require each subcontractor to provide evidence to 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, 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, Consultant agrees as follows:

- (a) 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) 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. 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 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of 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) 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 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 Consultant should subcontract all or any portion of the services to be performed under this Agreement, 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, Consultant is acting

solely as an independent contractor. Neither Consultant, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Consultant shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that 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 Consultant and City. Consultant shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Consultant shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, Consultant and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. 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, Consultant shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of 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 City employment benefits, entitlements, programs and/or funds offered employees of 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, Consultant may be providing services to others unrelated to 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 Consultant and there shall be no assignment by Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Consultant, its successors, or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Consultant hereby agrees not to assign the payment of any monies due Consultant from City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). City retains the right to pay any and all monies due Consultant directly to Consultant.
17. Compliance With Law. In providing the services required under this Agreement, Consultant 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, 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 City and Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.
30. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and any party hereto may execute this Agreement, by signing and delivering its counterpart to the other party. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed in compliance with City regulations, and that any compliant electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[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

Network for Culture & Arts Policy,
LLC

By: _____
Georgeanne White,
City Manager

By: _____
Name: Tony Cleasby

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

DocuSigned by:
By: Raj Singh Badhesha 4/20/2022
Raj Singh Badhesha Date
Assistant City Attorney

By: _____
Name: Jeffrey Colgan

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Addresses:

City:
City of Fresno
Attention: Aldi Ramirez,
Assistant Director
1515 E Divisadero Street
Fresno, CA 93721
Phone: (559) 621-2953
E-mail: PARCSContract@fresno.gov

Consultant:
Network for Culture & Arts Policy
Attention: Tony Cleasby,
Senior Consultant & Research
Coordinator
567 6th Avenue, Garden Level
Brooklyn, NY 11215
Phone: 267-987-9079
E-mail: tony@ncapculture.org

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 (City)
and Network for Culture & Arts Policy (Consultant)
Cultural Arts Plan**

See attached excel for Project Scope and Schedule.

Network for Culture & Arts Policy (NCAP)
Cultural Arts Plan Project
Fiscal Year 2022-23

PROJECT Scope/Schedule

Project Title		Cultural Arts Plan Project													
Task Number		Responsible Party	Fiscal Year 2022/23												Deliverable
			Y	E	Y	G	T	V	C	N	B	H	L	A	
1	CORE RESEARCH														
1.1	CHECK-IN MEETINGS AND PROGRESS UPDATES	CONSULTANT & CITY													DUE DATES
1.2	FOUNDATIONAL RESEARCH/CULTURAL PLAN COMPARISON SCAN	CONSULTANT													SUMMARY OF FINDINGS
1.3	KICKOFF PLANNING, DISCUSSION, AND FACILITATION	CONSULTANT													SCHEDULE OF CHECK-INS & BENCHMARKS
1.4	RESEARCH WORK PLAN AND REVIEW/FEEDBACK FROM CLIENT STAKEHOLDERS	CONSULTANT													RESEARCH WORK PLAN (DRAFT AND FINAL)
1.5	COMMUNICATIONS STRATEGY AND PLAN	CONSULTANT													COMMUNICATIONS AND ENGAGEMENT PLAN
1.6	COLLECTION OF COMMUNITY AND STAKEHOLDER INPUT	CONSULTANT													SCHEDULE OF COMMUNITY ENGAGEMENT
1.7	INTERVIEWS WITH STAKEHOLDERS	CONSULTANT													SUMMARY OF FINDINGS
1.8	COMMUNITY ONLINE SURVEY	CONSULTANT													SUMMARY OF RESULTS
1.9	COMMUNITY MEETINGS	CONSULTANT													PHOTOS
1.10	RECOMMENDATIONS AND STAKEHOLDER PRESENTATION	CONSULTANT													SLIDEDECK PRESENTATION
2	DEVELOPMENT														
2.1	CULTURAL ARTS PLAN DEVELOPMENT	CONSULTANT													MEETING NOTES
2.2	PRODUCE DRAFT CULTURAL ARTS PLAN	CONSULTANT													DRAFT PLAN
2.3	HOLD A REVIEW MEETING	CONSULTANT													FEEDBACK
2.4	FINALIZE CULTURAL ARTS PLAN	CONSULTANT													FINAL DRAFT PLAN
2.5	FINAL PLAN	CONSULTANT													PLAN DOCUMENT
3	CITY COUNCIL ADOPTION														
3.1	PRESENT PLAN TO CITY COUNCIL	CITY & CONSULTANT													CITY COUNCIL MEETING MINUTES
4	FISCAL MANAGEMENT AND REPORTING														
4.1	PROJECT MANAGEMENT	CONSULTANT & CITY													MILESTONES
4.2	INVOICING FOR REIMBURSEMENT	CONSULTANT													INVOICE PACKAGES; INITIAL ITEMIZED PAYMENT DUE UPON CONTRACT EXECUTION
5	ADDITIONAL EXPENSES; SEE TASK DETAIL BELOW	CONSULTANT													SEE TASK DETAIL 5.1 THROUGH 5.4 BELOW
TOTAL		\$150,000													

TASK DETAIL	COSTS
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1.1

Task: Check in Meetings and Progress Updates: NCAP will schedule and facilitate one-hour virtual check-ins every other week over the entire course of the project agreement. Attendees at these sessions should be the main point of contact for the City of Fresno and NCAP, and may include subject matter experts (SMEs) as needed. NCAP will provide the City of Fresno with detailed meeting notes that include assigned tasks and corresponding due dates.

\$6,500

1.2

Task: Foundational Research and Cultural Plan Comparison Scan: NCAP will conduct an initial review of relevant documentation and data that could include, but is not necessarily limited to: Measure P initiative and associated documents; Fresno Parks Master Plan; past municipal plans; previous Fresno Arts Council research reports; notes and agendas from relevant past Fresno Arts Council meetings; media and literature on the cultural & artistic history of Fresno; history of arts funding in Fresno (i.e., Where does funding primarily come from? How have funds historically been allocated?); comparative analysis of Fresno’s arts and culture ecosystem and planning potential in relation to other peer cities and national statistics (e.g., reviewing cultural plans, arts studies, and demographic data for context relevant to Fresno’s current and prospective cultural conditions). Data sources will include both governmental (federal, state, county, and municipal) and private (non-profit research and advocacy organizations) databases. NCAP will collect findings and diverse perspectives and process and thematize these findings in such a way as to inform areas of inquiry during subsequent phases in the research and planning process. This step is essential for both establishing a fundamental understanding of Fresno’s cultural landscape and orienting research and planning efforts for the project going forward.

\$6,000

TASK DETAIL	COSTS
1.3 Task: Kickoff Planning, Discussion and Facilitation: Based on confirmed research plan expectations, NCAP officially launches the project with identified stakeholders by facilitating an in-person kickoff discussion with City of Fresno stakeholders. This convening will provide a detailed breakdown of project objectives, research agenda and detailed schedule for upcoming check-ins and deliverable benchmark dates.	\$2,400
1.4 Task: Research Work Plan: Based on preceding foundational research, plan comparison scan, and opening session discussions, NCAP will produce and deliver to stakeholders the Research Work Plan. This Plan establishes benchmarks, data collection methodologies, and informational sources as outlined in accordance with a detailed timeline. Specifically, the document will concretely identify the types of informational data sets to be collected along with the analytical steps and tools our team intends to utilize for achieving successful project outcomes. The document will serve as a reliable guide that both NCAP and the City of Fresno can utilize as a grounding touchstone throughout the project and as a reference for future research and planning efforts. This will include two rounds of review and feedback from client stakeholders. NCAP will provide a minimum of 3 business days for stakeholders to review each iteration, incorporate feedback and provide City of Fresno with final Research Work Plan.	\$4,000
1.5 Task: Communications Strategy and Plan: To maximize engagement with the project, NCAP will develop a communications and engagement plan to both introduce the project to the Fresno community, generate interest in the project, and call for community involvement. This plan will outline multichannel communications strategies and tactics designed to gather widespread community participation in the data collection activities (e.g., score-based surveys and in-depth interviews) utilizing the City of Fresno and Fresno Arts Council's current channels (e.g., mailers, newsletters, social media, etc.) in addition to determining other avenues for reaching community members across differing social, economic, racial, and cultural demographics. The City of Fresno will review and provide feedback on the communications and engagement plan before implementation. The engagement plan shall demonstrate outreach for community meetings to begin at least 4 weeks prior to scheduled meetings and include email templates, scripts, and flyers to be used by the City of Fresno and stakeholders assisting with outreach efforts. The engagement plan shall demonstrate how NCAP plans to incorporate informal community comments from social media platforms, emails, and public comment at the Parks, Recreation, and Arts Commission Meetings. All promotional materials must be produced in an accessible format and translated into a minimum of four languages: English, Spanish, Punjabi and Hmong. <i>Includes 2 rounds of stakeholder review for plan and communication materials.</i>	\$8,000
1.6 Task: Collection of Community & Stakeholder Input: Travel to Fresno shall include adequate time allocated to observational input including a driving tour of the community and walking tours of representative cultural arts assets.	\$2,000
1.7 Task: Interviews With Key Community Stakeholders: NCAP will work with City of Fresno to develop a list of 15-20 individuals for in-depth virtual qualitative interviews that serve as a representative cross-section of community members and artists + cultural practitioners in the city. We will also engage Elliott Balch, Chief Impact Officer at the Central Valley Community Foundation for this purpose. Our list of interviewees would include stakeholders such as Mas Masumoto (farmer, author, and NEA board member), Vivian Velasco Paz (Arte Américas board chair) and Jolene Telles (arts patron and booster). NCAP will interview and collect insights from these individuals based on pre-developed questionnaires informed by our foundational research and approved by the City of Fresno. The questions/answers will help inform the programming/funding priorities in the Cultural Arts Plan. Interviews with community stakeholders will be available in the interviewee's native language, and transcribed using best practices for qualitative research. NCAP to coordinate with City of Fresno to schedule interpretation services. City of Fresno to be responsible for the cost of interpretation services. NCAP to be responsible for the cost of any translation services. Interviewees should be demographically representative of the diverse cultures present in the City of Fresno. Analysis of interview responses will include coding and theming to distill key takeaways. Interviewees will remain anonymous in order to encourage uninhibited and honest responses. The questionnaires will inquire on topics related to, but not necessarily limited to, the following areas:	\$10,000
<ul style="list-style-type: none">Fresno's most cherished and important arts and culture assetsThe perennial challenges facing arts and culture in FresnoThe differences between institutionally sanctioned and non-institutionally sanctioned cultural productionEnvironmental concerns and cultural production (e.g., pollution, wildfires, summer temperatures)Personal experiences of COVID-19 as an audience member and/or artistMost memorable and most disappointing recent cultural programs and events in FresnoHow does Fresno relate to other population centers of the San Joaquin Valley? How might these cities better complement and support each other?Expectations for future engagement with cultural programming and/or artists enterprisesWhat type of cultural assets would you like to see more of?Are arts and cultural opportunities accessible and affordable?What do you think would most significantly benefit Fresno's cultural ecosystem? Do you have examples of how these benefits have manifested in other places?	

TASK DETAIL	COSTS
<div>1.8</div> <div>Task: Community Online Survey: NCAP will work with the City of Fresno to develop and deploy an online survey in both English, Spanish, Hmong, and Punjabi to collect and analyze a combination of score-based and short answer responses from city residents about their engagement with arts and culture. The survey will include 10 - 15 questions (10 - 15 minutes to respond), which would be informed by NCAP's conversations with Fresno's artistic and cultural stakeholders. NCAP anticipates the survey to ask about topics such as:<ul style="list-style-type: none">Cultural offerings they have engaged with recentlyFactors that play into their decision to engage with arts and culture, such as available offerings, costs, distance, frequency, etc.Unique cultural assets of FresnoExpectations and preferences over the City's involvement in arts and cultureHow COVID-19 has changed their interaction with artistic and cultural activities</div> <div>At the end of the survey, NCAP will ask respondents a series of demographic questions that will allow them to appropriately weight responses so they are representative of the City of Fresno's social make-up. These questions will include gender, age, race/ethnicity, and zip code of residence. This information will be documented and provided to the City of Fresno in an excel file. NCAP will utilize Survey Monkey to build and deploy the survey and leverage the City of Fresno's and Fresno Arts Council's existing communication channels, including social media and listservs. NCAP will also coordinate with the City of Fresno and Fresno Arts Council to engage cultural institutions that may be open to aiding in the deployment of the survey. Survey data and results will be made available to the City of Fresno. NCAP expects to leverage the well-established network of arts and culture stakeholders to ensure survey collection is broad and representative responses.</div> <div>Note: City to assume costs for interpretation services. Consultant to assume costs for written translation services.</div>	<div>\$13,000</div>
<div>1.9</div> <div>Task: Community/Stakeholder Meetings: in coordination with the City of Fresno, NCAP will help facilitate four in person community meetings and two virtual community meetings to garner input from the public on Fresno's next cultural arts plan and seven virtual stakeholder meetings with the Council Districts Offices (the stakeholder meetings will not be public meetings but rather one on one listening sessions with Council staff) and one virtual stakeholder meeting with the Fresno Youth Commission. Because the online survey will not capture all residents, especailly those with limited internet access, NCAP will conduct public meetings in zip codes more likely to be underrepresented in the survey sample. These zip codes might include those with the lowest household income and/or rates of internet subscription. NCAP will work with the City of Fresno to define those locations. The primary goals of these meetings are both (a) to inform the public of the project, the project's structure, and what the project aims to accomplish and (b) to motivate involvement and collect underrepresented perspectives from community members.The community meetings will inform the attendees of the project's key stakeholders and goals as well as this unique opportunity for community members to assist in developing Fresno's cultural arts plan. NCAP will also present, in brief, our approach to collecting and utilizing data so as to illustrate transparency and reaffirm our responsibility to both individual community members and the ultimate goals of the project. Community meetings will include various opportunities to address questions and concerns from community members and collect data on individuals' arts and culture experiences in Fresno. Strategies will including a Q&A period, anonymous comment collection, and breakout groups with conversation prompts/discussion exercises and worksheets (each breakout group shall be facilitated and recorded through written notes). NCAP will conduct community meetings in a manner that provides accomodations for non-English speakers (example accomodation: interpreters). NCAP to coordinate with City of Fresno to schedule interpretation services. City of Fresno to be responsible for the cost of interpretation services. NCAP to be responsible for the cost of any translation services. Materials provided will be available in English, Spanish, Hmong, and Punjabi. In coordination with the City of Fresno, NCAP will produce community meeting flyers for distribution in English, Spanish, Hmong, and Punjabi at least four weeks in advance of the scheduled meetings. Compensation costs for onsite interpreters fluent in Hmong, and Punjabi would be paid for by the City of Fresno with funds outside the scope of this agreement.</div>	<div>\$24,000</div>

TASK DETAIL	COSTS
<div>1.10</div> <div>Task: Recommendations and Stakeholder Presentation: Following the conclusion of the core research activities outlined above, NCAP will develop a slide deck presentation delivered virtually to the City of Fresno for input and discussion on ways to utilize the provided findings as a basis for serving the greater Fresno cultural ecosystem in the development of a cultural arts plan. This will include four virtual presentations to various City of Fresno Stakeholders (i.e. PARCS Department, Administration, Council, and the Commission). The presentation will include:</div> <div><div><ul style="list-style-type: none">Foundational Research learningsCultural Plan Comparison Scan results matrix with contextual information provided for each reviewed planQuantitative findings and conclusions taken from score-based surveysKey points and themes taken from qualitative interviews</div></div> <div>The presentation slide deck and delivery of the presentation will be provided in an accessible format in English. Any request for translation of this deliverable into more languages will require additional funds</div> <div>2.1</div> <div>Task: Cultural Arts Plan Development: Utilizing the core research and feedback from the Stakeholder presentation, NCAP will work closely with the City of Fresno to produce a cultural arts plan for preserving and enhancing the cultural assets and programming across Fresno neighborhoods. This plan will hone in on how to bolster and advance the wider local cultural ecosystem as well as provide insights into connecting cultural goals with broader social advancement and economic goals. More particularly, the plan will identify how the City of Fresno can shape cultural policy and initiatives as well as bolster and celebrate the diverse array of present and future local cultural assets. The developed plan will include information on:</div> <div><div><ul style="list-style-type: none">Background, including the Measure P initiativeContextual statistics of Fresno informing the planDemographicsEconomic indicatorsPreviously collected arts and culture participation statisticsDescription of the research and development process for the plan itself</div></div> <div>The Plan will further identify:</div> <div><div><ul style="list-style-type: none">Current cultural and artistic practices and preferencesMost valued cultural assets in FresnoDesires and needs of the community around arts and cultureImplementation planGoals and objectivesGovernance of funds utilizationProgramming prioritiesPolicy changes</div></div> <div>The plan shall include appendices of data table snapshots, infographics, tables, and other visual representations of key findings. The planning document must be produced in an accessible format in English. Any request for translation of this document into more languages will require additional funds beyond the scope of this agreement. <i>Includes 2 rounds of stakeholder review for plan and designs.</i></div>	<div>\$7,000</div> <div>\$32,000</div>

TASK DETAIL	COSTS
2.2 Task: Produce Draft Cultural Arts Plan: NCAP will provide City of Fresno the draft Cultural Arts Plan for review and minor feedback.	
2.3 Task: Hold a Review Meeting: NCAP and City of Fresno will virtually meet to review Draft Plan and any minor edits/feedback.	\$400
2.4 Task: Finalize Cultural Arts Plan: NCAP will provide City of Fresno via email the Finalized Draft Plan that incorporates the City's feedback.	
2.4 Task: Final Plan: NCAP will provide City of Fresno via email the Final Plan.	
3.1 Task: Present Plan to City Council: The City of Fresno, in coordination with NCAP, will present the Final Plan to City Council for consideration. NCAP will develop a powerpoint presentation for the Council item that will include an overview of the process, summary of findings, and highlights from the proposed plan for consideration. NCAP will attend the City Council meeting virtually (if allowable per City Council rules and regulations) to present the Plan with City Staff and answer questions from the Council and Community.	\$2,500
4.1 Task: Project Management: NCAP will provide project management over the scope and ensure project tasks and milestones are met. City of Fresno will adminster the agreement and be NCAP's point of contact for the project.	\$12,500
4.2 Task: Invoicing for Reimbursement: NCAP will provide City of Fresno invoices for work performed with itemized backup documentation to substantiate the requested amount. City of Fresno will process complete invoice packages amounting to four equal payments of \$37,500 based on the following payment schedule: <div>• May 15, 2022 • August 15, 2022 • December 15, 2022 • March 31, 2023</div>	
5.1 Additional Expenses: Community Meeting Materials: For any print handouts and/or materials for the community meeting engagements.	\$1,000
5.2 Additional Expenses: Research Software Tool Access: Access to survey tool access as well as national and state statistical databases and quantitative and qualitative analysis software.	\$1,200
5.3 Additional Expenses: Cultural Plan Development Materials And Final Cultural Plan Design: Development and design of cultural plan sent as a digital file.	\$9,500
5.4 Additional Expenses: Travel and Lodging: Addresses NCAP team member travel and lodging needs to provide onsite kickoff and four (4) community meetings.	\$8,000
TOTAL \$150,000.00	

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and Network for Culture & Arts Policy (Consultant) Cultural Arts Plan

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.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

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.
- 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 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

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and 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 City, its officers, officials, employees, agents, and volunteers; or
- (ii) Consultant shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall 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. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. 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 10 01 and CG 20 37 10 01 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 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, 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 Consultant's insurance and shall not contribute with it. 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: Consultant and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

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

The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by Consultant.

1. 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.
2. 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 Consultant, 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.
3. A copy of the claims reporting requirements must be submitted to City for review.
4. 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 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 these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

VERIFICATION OF COVERAGE

Consultant shall furnish 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 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 City, 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**Cultural Arts Plan

		YES*	NO
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: _____


 Signature

4/15/2022

Date

Tony Cleasby

(Name)

Network for Culture & Arts Policy, LLC

(Company)

567 6th Avenue, Garden Level

(Address)

Brooklyn, NY 11215

(City, State Zip)

Additional page(s) attached.