

RECEIVED

Agenda Date: 10/22/2020
Council Meeting

2020 OCT 21 P 2:36

CITY OF FRESNO
CITY CLERK'S OFFICE

FRESNO CITY COUNCIL



Information Packet

ITEM(S)

File ID 20-001395 – (1-K)

Actions pertaining to Violence Reduction Services Agreement:

1. ***RESOLUTION - 29TH Amendment to AAR No. 2020-159 appropriating \$125,000 for the Fresno Advance Peace Project Agreement (Requires 5 affirmative votes) (Subject to Mayor's veto)
2. Approve Agreement with Fresno Economic Opportunities Commission in the amount of \$125,000 for violence reduction services for the Fresno Advance Peace Project.

Contents of Supplement: Fresno Advance Peace Project signed agreement

Item(s)

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

FRESNO EOC CONTRACT / AGREEMENT / PROPOSAL ROUTING DOCUMENT

DOCUMENT # **865**

Project Title: City of Fresno Consultant Services Agreement Funding Source: Fresno Advance Peace Project Contract No.: Amount: \$125,000.00 Period Covered: October 1, 2020 - August 31, 2021		Office Use Only:	
		Date Received	10/20/2020
		Date Routed	10/20/2020
		DUE DATE	10/22/2020
		Date Returned	
		Date Mailed	
REVIEW / APPROVE PROCESS	Contact Person	Initial	Date
Procurement Director approval:	K. Wiley	<i>KW</i>	10 / 20 / 2020
Financial Officer approval:	R. Heinrich	<i>RH</i>	10 / 21 / 2020
Chief Administrative Officer approval:	H. Brown	<i>HB</i>	10 / 21 / 2020
Chief Executive Officer approval:	Emilia Reyes	<i>ER</i>	10 / 21 / 2020
SPECIAL NOTES / INSTRUCTIONS			
			Initial
Office Use Only:			
Special Requirements			Initial Date
Insurance	Original Resolution	Other	
Document on File	Cover Letter	Number of copies required	

Aug-02

DocuSign Envelope ID: 29359B00-9004-4EFD-9BDF-C202909035FC

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

THIS AGREEMENT is made and entered into effective **October 1, 2020**, by and between the **CITY OF FRESNO**, a California municipal corporation (the CITY), and **FRESNO ECONOMIC OPPORTUNITIES COMMISSION**, a California Corporation (the CONSULTANT).

RECITALS

WHEREAS, the CITY desires to obtain professional violence reduction services for the **FRESNO ADVANCE PEACE PROJECT**, (the Project), and

WHEREAS, the CONSULTANT is engaged in the business of furnishing services for violence reduction 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 Office of the Mayor and CITY Manager (the Administrator) or its 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 (the Effective Date) and shall continue in full force and effect through **August 31, 2021**, 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 sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of **\$125,000**. Such fee includes all expenses incurred by the CONSULTANT in performance of the services.

(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's business.

(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 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 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 the 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 the 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 the 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, 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, 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 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.

(d) If the CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, the 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 the CONSULTANT and the CITY prior to the commencement of any services by the subcontractor. The CONSULTANT and any subcontractor/sub-consultant 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.

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:

- (i) 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 the CITY of Fresno Recycling Hotline at (559) 621-1111.
- (ii) 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.
- (iii) 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's 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, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY OF FRESNO,
a California municipal corporation

Fresno Economic Opportunities Commission,
a California corporation

By: _____
WILMA QUAN,
CITY Manager

By: _____

Name: _____

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

ATTEST:
YVONNE SPENCE, CRM MMC
CITY Clerk

By: Emilia Reyes

Name: Emilia Reyes

By: _____
Deputy

Title: Chief Executive Officer
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
CITY Attorney

REVIEWED BY:

DocuSigned by:
By Brandon Collet
SEC544CAAB409
Brandon M. Collet
Senior Deputy CITY Attorney

Addresses:
CITY:
CITY of Fresno
Attention: H. SPEES
Director, Strategic Initiatives
Mayor's Office
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7910
FAX: (559) 621-7990

CONSULTANT:
Fresno Economic Opportunities Commission
Attention: Heather Brown
Chief Administrative Officer
1920 Mariposa Street, Suite 300
Fresno, CA 93721
Phone: (559) 263-1082
FAX:

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 Fresno Economic Opportunities Commission (the CONSULTANT) Fresno Advance Peace Project

1. Description of Community Need

Fresno County has been home to high rates of violent crime. According to Federal Bureau of Investigation data, Fresno's homicide rate in 2017 was 10.6 per 100,000 (56 homicides), close to 2.5 times the California rate. In 2018 it was 6.02 (32 homicides), still close to 40% higher than the state rate. In 2019, data shows an increase to 7.34 (39). According to 2019 Fresno Police Department data, the CITY experienced 2,031 shootings from 2015 to 2018, an average of 508 per year. A majority of those shootings were gang or group related (1,038 out of 2,031 or 51.1%).

Fresno's most disadvantaged communities, which are predominantly located in the South and West regions of the CITY, have poverty rates which reach up to 60% (American Community Survey, 2018). Prior to the COVID-19 crisis, unemployment was as high as 28% (Zip Atlas, 2019). Furthermore, Fresno is among the top ten cities in the U.S. for high youth unemployment and under-employment (ages 16-24) (Brookings, 2018).

The National Institute for Criminal Justice Reform (NICJR) received funding from The California Wellness Foundation to study the cost of gun violence in Fresno. The research documents detailed government expense that accompanies every injury shooting in the CITY. NICJR tracked the direct costs of each shooting using low end costs estimates and found that shooting response and investigation is very time consuming. Preliminary NIJCR 2020 data shows the exorbitant cost to taxpayers for injury-based shooting and homicides.

The break down is below:

Category	Cost Per Shooting	Cost Per Homicide
Crime Scene Response	\$7,320	\$13,015
Hospitalization	\$123,600	\$50,400
Criminal Justice	\$28,249	\$188,890
Incarceration	\$637,041	\$1,936,289
Victim Support	\$36,692	\$58,884
Lost Tax Payer Revenue	\$31,620	\$156,150
Total	\$864,522	\$2,403,628

Based on the yearly averages of 43 homicides (\$103,356,004) and 508 shootings (\$439,177,176), Fresno likely spends more than half a billion dollars annually to deal with gun violence.

2. Project Description

Fresno EOC will implement Advance Peace Fresno, in partnership with Advance Peace, Faith in the Valley, the CITY of Fresno and other community partners. Fresno EOC is the designated Community Action Agency for Fresno County and has been combatting poverty and its root causes for the last 55 years. Advance Peace (AP) interrupts gun violence in urban neighborhoods by providing transformational opportunities to young men involved in lethal firearm offenses, and by placing them in a high-touch, personalized fellowship. Faith in the Valley is a multi-faith, multi-racial coalition of congregations and faith leaders from across California's Central Valley that seeks to unite communities across race, faith and geography to stand together for all those most vulnerable and for the human dignity of everyone

This program, led by a Program Manager, Field Coordinator and Neighborhood Change Agents (NCAs), will identify individuals in Fresno County who are the most at-risk of committing violent offenses, particularly involving gun violence.

Multiple Daily Contacts & Life Coaching with Program Staff

Daily interaction between staff members and Fellows provide Fellows with support, guidance, encouragement, and mentorship that is often absent in other parts of their lives. Fellowship survey results indicate that the relationship building with program staff members is one of the most valuable elements for ensuring continued participation.

Creating a LifeMAP

The LifeMAP (or management action plan) provides an individualized comprehensive assessment of a Fellow's circumstances in key areas, include housing, education, employment, transportation, finances, safety, family/relationships, physical health, mental health, and spiritual, recreational, and social connections. For each of these areas, the LifeMAP outlines the Fellow's short-term and long-term goals and specific steps for achieving them.

Social Services Navigation Support/Referrals Based on documented needs in one's LifeMAP

Fresno EOC operates over 30 programs across 15 different service areas. Fellows will be referred to all available Fresno EOC programs as well as other responsive community services.

Accessing Program Internship, Career Path Programs, Educational Opportunities and More

Advance Peace Fresno will enable its Peacemaker Fellows to enroll in a number of successful employment and training programs at Fresno EOC. Evidenced-based materials and approaches have been included to ensure students have the best opportunities to succeed.

Elders Circle—Intergenerational Mentoring

Advance Peace Fresno will utilize an Elders Circle. A powerful addition to the daily mentoring provided by NCAs and program staff, this group of elder male volunteers ("elders") are recruited and trained to provide intergenerational mentoring to Fellows. Elders are respected in the community and bring a wide range of expertise including finance, psychology, and philanthropy

to the Fellows network. AP will work with Fresno Advance Peace Project to identify and select a group of elders to ensure an extraordinary inter-generational mentoring platform.

LifeMAP Milestone Program Supports

The Milestone Program Supports serve several purposes. First, they provide an incentive for young men who may otherwise resist engaging in programming or are reluctant to be regular and active participants in Fellowship activities. Second, while the supports are not large, they may serve as an alternative to participating in a street-level economy if a critical need such as access to transportation or child-care threatens ability to continue to participate in the program.

3. Organizational CapaCITY and Coordination

Fresno EOC has 55 years of experience serving Fresno County as a Community Action Agency dedicated to fighting poverty and its related challenges. As the largest Community Action Agency in California and one of the largest in the nation, its services are comprehensive, including more than 30 programs spanning 15 service areas that encompass almost all facets of human services and economic development.

In developing this scope of work, Fresno EOC has worked closely with AP, Faith in the Valley, and the Fresno Police Department in an effort to enhance coordination of existing violence prevention and intervention programs minimize duplication of services

Fresno EOC's partnership with Faith in the Valley, which has a network of volunteer community organizers with similar expertise and backgrounds, will serve as an asset in helping Fresno Advance Peace Project achieve this priority. Additionally, Fresno Advance Peace Project program staff will be able to strategize with AP Program Managers in other cities in which the program model has been implemented. AP programs in Richmond, Stockton, and Sacramento are led by staff who have extensive experience working with at-risk populations which will be a valuable resource.

To implement Advance Peace Fresno, Fresno EOC will have a three-year technical assistance partnership with AP that will include program evaluation services from the UC-Berkeley. Technical assistance provided to staff by AP will include the following:

Personnel Management Support

- Assist with job descriptions for Program Manager and other staff.
- Assist with recruiting, screening, and hiring of staff.
- Provide 100 hours of training & support for Fresno Advance Peace Project staff.

Operations Management Support

- Participation in weekly strategy meetings with Program Managers from other cities in which AP has been implemented.
- Support gradual step-by-step roll out of program components to ensure
- Model fidelity and program effectiveness.
- Participation in quarterly Learning Community retreats with Evaluator and
- State/National partners.
- Monthly meetings with Fresno Advance Peace Project staff & program partners.

- Program Development and Implementation Support
- Assist with the identification, assessment, selection/enrollment and
- Mapping of participants.
- Support program buildout including stakeholder engagement, hot spot
- Assessment, branding, infrastructure, and strategic communications.
- Cultivate capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Support future grant development to promote program sustainability.

4. Project Monitoring and Evaluation

Fresno EOC will utilize the University of California, Berkeley, coordinated through AP, to conduct project evaluation. UC Berkeley is experienced in evaluating similar programs in other areas of the state and has a proven methodology to evaluate Advance Peace Fresno.

Fresno EOC has established the following goals:

- 1) 10% reduction of gun violence in the City of Fresno by 2022.
- 2) 70% of cohort participants placed in a job training or educational program.
- 3) 75% of cohort participants will not be a suspect in a firearm related offense for at least three years after program completion.

UC Berkeley will produce an annual evaluation report of program delivery, indicators of program success, and outcomes. Fresno Advance Peace will provide quarterly updates to all stakeholders.

Exhibit B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno ("CITY") and Fresno Economic Opportunities Commission ("CONSULTANT") Advance Peace Contract

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 CONSULTANT's profession.

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 under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad

as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

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 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 CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) 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 (5) 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 CONSULTANT, CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) 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 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 (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, 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 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

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 his/her 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

Advance Peace Project

		YES*	NO
1	Are you currently in litigation with the CITY of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the CITY of Fresno?	<input type="checkbox"/>	<input 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 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 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 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 type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signature

Date

(name)

(company)

(address)

(city state zip)



TITLE	Fresno Advance Peace Project
FILE NAME	Doc. #865 Fresno ...HH 10-22-2020.pdf
DOCUMENT ID	fd317ff988553a8f9ac7fb086c17f1d459d0cc36
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History



SENT

10 / 20 / 2020

17:13:59 UTC-8

Sent for signature to Kerry Wiley (kerry.wiley@fresnoeoc.org), Rebecca Heinrichy (rebecca.heinricy@fresnoeoc.org), Heather Brown@fresnoeoc.org (heather.brown@fresnoeoc.org) and Emilia Reyes (emilia.reyes@fresnoeoc.org) from elionora.vivanco@fresnoeoc.org
IP: 12.198.222.2



VIEWED

10 / 20 / 2020

17:19:46 UTC-8

Viewed by Kerry Wiley (kerry.wiley@fresnoeoc.org)
IP: 73.66.72.47



SIGNED

10 / 20 / 2020

17:20:04 UTC-8

Signed by Kerry Wiley (kerry.wiley@fresnoeoc.org)
IP: 73.66.72.47



VIEWED

10 / 21 / 2020

09:51:05 UTC-8

Viewed by Rebecca Heinrichy (rebecca.heinricy@fresnoeoc.org)
IP: 12.198.222.2



TITLE	Fresno Advance Peace Project
FILE NAME	Doc. #865 Fresno ...HH 10-22-2020.pdf
DOCUMENT ID	fd317ff988553a8f9ac7fb086c17f1d459d0cc36
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

**10 / 21 / 2020**
09:54:13 UTC-8Signed by Rebecca Heinricy (rebecca.heinricy@fresnoeoc.org)
IP: 12.198.222.2**10 / 21 / 2020**
10:34:49 UTC-8Viewed by Heather Brown@fresnoeoc.org
(heather.brown@fresnoeoc.org)
IP: 172.58.39.117**10 / 21 / 2020**
10:35:16 UTC-8Signed by Heather Brown@fresnoeoc.org
(heather.brown@fresnoeoc.org)
IP: 172.58.39.117**10 / 21 / 2020**
12:52:27 UTC-8Viewed by Emilia Reyes (emilia.reyes@fresnoeoc.org)
IP: 12.198.222.2**10 / 21 / 2020**
12:53:47 UTC-8Signed by Emilia Reyes (emilia.reyes@fresnoeoc.org)
IP: 12.198.222.2

COMPLETED

10 / 21 / 2020
12:53:47 UTC-8

The document has been completed.