

CONSULTANT AGREEMENT

This agreement, between Douglas Longmire, Vallejo, CA (hereinafter “DL”) and Fighting Back Partnership, Vallejo, CA (“FBP”) is for the 2019-2020 City of Vallejo Participatory Budget-Basic Needs project and purpose of completing projects between Fighting Back Partnership and Community Health Insights & “Scope of Work” as outlined for PB Cycle 6 – Fighting Back Partnership “Basic Need Resources for the Homeless” Grant Agreement.

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

RECITALS

- A. FBP desires to obtain the services of DL; and
- B. DL claims to have expertise and experience to provide such services.

TERMS

DL agrees to perform such professional services with the standard of professional care and skills customarily provided in the performance of such services as are set forth in PB Cycle 6 – Fighting Back Partnership “Basic Need Resources for the Homeless” Grant Agreement, and FBP agrees to pay DL such amounts as are specified in this Agreement, all upon the following terms and conditions:

1.0 Scope of Service

DL agrees to provide the services described as follows:

Exhibit A: Project Scope

This document outlines how Fighting Back Partnership (FBP) will use City of Vallejo funds allocated through Participatory Budgeting (PB) to achieve the goals of the Basic Need Resources for the Homeless Vallejo project approved during the sixth cycle of PB in 2019.

1) Goals of the PB Project: Basic Need Resources for the Homeless

The Basic Need Resources for the Homeless project will achieve the following goals:

- ☐ Purchase basic need products and distribute to homeless persons and families
- ☐ Coordinate outreach and one-on-one interactions to unsheltered individuals and sites housing homeless communities
- ☐ Provide information on supportive services to benefit at-risk, homeless families, veterans, seniors, and children
- ☐ Provide things to help individuals provide basic needs to focus on reentry to stabilization, training, health services, jobs, and housing.

2) Deliverables

FBP shall fund an Outreach Specialist to implement the program to provide outreach to at least 51 percent low-to moderate-income residents, and purchase basic resources as listed in the Budget (#3).

A) FBP's Outreach Specialist shall provide the following deliverables:

- 1. Conduct outreach and advertising to ensure that homeless and at-risk Vallejo residents have the opportunity to participate the program.***
- 2. Keep a record of all outreach events, outreach efforts and advertising.***
- 3. Keep record of the individuals who participate in program.***
- 4. Keep record of inventory purchased.***
- 5. Keep record of inventory distributed.***
- 6. Provide program participants with information on resources and services pertaining to services for homeless individuals and families.***
- 7. Review and submit invoices and receipts to the CITY for all expenditures.***

The successful completion of all deliverables in 2(A) shall occur on or before June 30, 2020.

Only deliverables listed in the Budget (see #3) are eligible for reimbursement or payment by CITY under the terms of this agreement so long as the purchase occurs prior to the contract expiry date listed in Section B of this signed grant agreement. Administrative, overhead, or other indirect costs, or other deliverables not listed in the Budget are not eligible for reimbursement.

Modifications of costs between line items can be requested through a Change Order Form (Exhibit E) and may be granted approval at the sole discretion of the City.

FBP shall submit Requests for Payment for reimbursement according to the terms of this agreement as stated in Section E. All payments by CITY shall be according to the terms of payment specified within this GCS-CITY agreement, not to exceed the amount listed in the Budget.

2.0 Fee and Expenses

FBP agrees to pay DL for the Services upon receipt of DL's invoice and satisfactory performance for the time frame of November 1, 2019 to October 31, 2020. Performance measurements will be established mutually with FBP.

Per grant activities and discussions with FBP, effective November 1, 2019 DL has agreed to contract rate of \$30 per hour @ 100 hours per quarter for total \$12000 for completion of scope of work as listed in grant by October 31, 2020

Within 30 days of adequate funding received, DL will be paid quarterly (rate of \$30 per hour @ 100 hours per quarter) and consist of the following (4@\$3000) installments –
\$3000- Installment #1 for Nov 2019, Dec 2019 and Jan 2020 due by January 10, 2020
\$3000- Installment #2 for Feb 2020, Mar 2020 and Apr 2020 due by April 10, 2020
\$3000- Installment #3 for May 2020, Jun 2020 and Jul 2020 due by Jul 10, 2020
\$3000- Installment #4 for Aug 2020, Sep 2020 and Oct 2020 due by Oct 10, 2020

3) Budget

Deliverables shall be considered complete and may be invoiced to the CITY for reimbursement when up-to-date progress reports have been submitted in accordance with the contract clause in F.1.

Modifications of costs between line items can be requested through a Change Order Form (Exhibit E) and may be granted approval at the sole discretion of the City.

FBP shall submit Requests for Payment for reimbursement according to the terms of this agreement as stated in Section E. All payments by CITY shall be according to the terms of payment specified within this FBP-CITY agreement, not to exceed the amount listed in the Budget.

Item	Cost
Outreach Specialist (\$30 per hours)	\$12,000
Basic Resource Supplies (i.e. hygiene, apparel, nutrition, food)	\$33,200.00
Total	\$45, 200

3.0 Term

The Services to be rendered by DL under this Agreement shall commence on November 1, 2019 and completed October 31, 2020. This term may be extended beyond such completion date if DL agrees to the extension in writing.

4.0 Reporting

DL agrees to render updates and reports at the end of each month to FBP. Reports will include progress updates and request for any assistance with Vallejo Homeless Roundtable subgroup planning

5.0 Documentation Access

In accordance with A-110 §215.48(d), FBP, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of DL which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

6.0 Consultant's Capacity and Responsibility

6.1 It is expressly understood that DL is an independent contractor and not the employee of FBP. Neither DL nor DL's workers are employees of FBP and are not entitled to tax withholding, Workers' Compensation, unemployment compensation or any employee benefits, statutory or otherwise.

6.2 DL shall not have the authority to enter unto any contract or agreement to bind FBP and shall not represent to anyone that DL has such authority.

- 6.3 DL represents and warrants to FBP that in performing the Services, it will not breach any agreement with a third party.

7.0 Confidentiality of Information

- 7.1 DL agrees to keep confidential and not to disclose to third parties any information provided by FBP pursuant to this Agreement unless DL has received prior written consent of FBP to make such disclosures. This obligation of confidentiality does not extend to any information that:

7.1.1 was in possession of DL at the time of disclosure by FBP, directly or indirectly;

7.1.2 is or shall become, through no fault of DL, available to the general public;

7.1.3 is independently developed and hereafter supplied to FBP by a third party without restriction or disclosure.

- 7.2 This provision shall survive expiration or termination of this Agreement.

8.0 Intellectual Property

- 8.1 DL and FBP agree to mark all Work hereunder with an appropriate, effective, clear and visually perceptible copyright notice indicating DL and FBP's ownership and control of the copyright mark.

- 8.2 This provision shall survive expiration and termination of this Agreement.

9.0 Property Rights and Reports

- 9.1 DL agrees that any computer programs, software, documentation, copyrightable work, and/or improvements developed by DL solely or with others, resulting from performance of Services pursuant to this agreement are the property of DL and the property of designated parties per separate written agreement to assign specific rights.

- 9.2 This provision shall survive expiration and termination of this Agreement.

10.0 Breach

FBP may terminate this Contract at any time upon ninety (90) days written notice. In the event of termination, DL shall be reimbursed for all approved costs incurred prior to notice of termination in accordance with the terms of this Contract.

11.0 Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. Neither failure nor delay on the part of any party to exercise any right, remedy, power or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

12.0 Non-Discrimination

Neither FBP nor DL shall discriminate against any person on the basis of gender, race, creed, national origin, color, religious belief, age, disability, sexual orientation or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement.

13.0 CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

13.1 DL certifies that he will continue to provide a drug-free workplace by:

- (a) DL certifies that, as a condition of the funding, he will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the project.

14.0 CERTIFICATION REGARDING DEBARMENT

DL certifies to the best of her knowledge and belief, that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a covered transaction by any Federal department or agency; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

15.0 NOTICE

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served by registered or certified mail. All such notices shall be effective only when received by the addressees:

Melvinia Turner King
Executive Director
Fighting Back Partnership

Douglas Longmire
Service Provider
Outreach Specialist

With a contemporaneous copy to:

Latnya Young
President
Fighting Back Partnership

16.0 ENTIRE AGREEMENT: MODIFICATION

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by DL and an authorized representative of FBP.

17.0 SEVERABILITY AND NON-WAIVER

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.


18.0 ASSIGNMENT

DL may not assign its rights or obligations under this Agreement without FBP's prior written consent. FBP may not assign its rights or obligations under this Agreement without DL's prior written consent.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement the day and year written below.

FIGHTING BACK PARTNERSHIP:

DOUGLAS LONGMIRE:

By:  _____
Melvinia Turner King

Executive Director
(Title)

11/1/2020
(Date)

By: _____
Douglas Longmire

Outreach Specialist
(Title)

(Date)