



CITY OF ESCONDIDO  
PUBLIC SERVICES AGREEMENT

This Public Services Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO  
a California municipal corporation  
201 N. Broadway  
Escondido, CA 92025  
Attn: Edward Varso, Chief of Police  
760-839-4706  
("CITY")

And: ESCONDIDO COMPACT  
a California nonprofit public benefit corporation  
220 S. Broadway  
Escondido, CA 92025  
Attn: Patricia Huerta, Executive Director  
760-839-4274  
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of **\$150,000 per fiscal year** throughout the term of this Agreement. The total contract price of this Agreement shall not exceed **\$600,000**. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.
3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of

all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.

4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
  - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
    - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
    - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
    - (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
    - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
  - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
    - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
    - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
  - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
  - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
  - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
  - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
  - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
  - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
  - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes

due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.
12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.

14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR

agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

23. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: \_\_\_\_\_

\_\_\_\_\_  
Dane White, Mayor

ESCONDIDO COMPACT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (please print)

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY  
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: \_\_\_\_\_

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

## **ATTACHMENT "A"**

### **Scope of Work**

#### **A. General**

The Escondido COMPACT, a California nonprofit public benefit corporation ("Contractor") will provide the City of Escondido, a California municipal corporation ("City") with intervention and prevention services for at-risk youth in the community.

Contractor is a unique nonprofit public benefit corporation designed to help at risk youth in the community to achieve success into adulthood. Contractor has been promoting youth/student success and career education since 1989. Over the years, Contractor has grown and with the support of the Board of Directors and community partners has expanded its programming with the ongoing focus of servicing at-risk youth. Contractor partners with the City, the Chamber of Commerce, various North County School Districts (K-12), local businesses, County of San Diego departments, and the youth criminal justice system to provide enriching experiences for all youth/students who access these programs. Contractor fulfills a valuable role in offering services that their partnering organizations do not have the ability to facilitate. Contractor's decades long partnerships and proven results afford it a unique ability to provide vital services to the City. Through a variety of other grants and funding sources outside of the City, Contractor provides wrap around services to at-risk youth and their families in Escondido that compliment and expand services contracted by the City.

Contractor's mission is to develop and implement community-wide programs to support education for at risk youth. Contractor's purpose is to expand the education and career opportunities for youth/students in the City and to assist them in becoming contributing members of our community. Contractor is committed to providing innovative youth leadership development, youth workforce development, violence prevention, and health/safety/well-being programs. Contractor has four main programmatic areas: 1) Education 2) Violence Prevention and Intervention 3) Community/Youth Development and 4) Youth and Adult Workforce Development.

#### **B. Location**

Contractor will provide services at 220 S. Broadway, Escondido, CA 92025 and 1163 N. Centre City Parkway, Escondido, CA 92026.

#### **C. Services**

##### **1. Juvenile Diversion Program**

- a. The Juvenile Diversion program is funded by the City and both Escondido public school districts; Escondido Unified School District ("EUSD") and Escondido Unified High School District ("EUHSD"). It is designed to work with juveniles engaged in the justice system through the components listed below.
- b. Multi-Disciplinary Team ("MDT"): MDT meets twice a month. Members of the team include school administration, police department, local community-based organizations, substance abuse professionals, and the faith community.
  - i. 2 hearings per month
  - ii. 5 cases per hearing – 10 cases per month
- c. Youth Court: Youth Court is a diversion program that allows youth offenders to be tried and represented by their peers at their sentencing hearing. This educational process gives youth a chance to hear and speak out for each other, while learning more about the judicial system.

- i. 2 hearings per month
      - ii. 6 cases per hearing – 12 cases per month
    - d. Diversion Hearings/Drug Court: Similar to youth court, juveniles and their parents attend hearings to accept responsibilities to justice involved individuals. Diversion contracts involve community service hours, counseling, life skills classes, apology letters, etc.
      - i. Scheduled as needed
      - ii. 8-12 cases per hearing
    - e. Staff
      - i. Executive Director/Oversight
      - ii. Program Manager
      - iii. Case Managers - 2 (1 male / 1 female)
      - iv. Partners – 8 Organizations
      - v. Volunteers – Youth and Adults
    - f. City Support specific to this Program:
      - i. Staff support provided by the City, when needed,
      - ii. Volunteers to escort MDT participants around the Police and Fire Headquarters
      - iii. Volunteers to assist with Youth Court facilitation
      - iv. Staff to act as the Youth Court Judge
      - v. Meeting rooms, at the Police and Fire Headquarters, provided at no cost
- 2. Family Intervention Team (“FIT”) – Boy’s Council Program
  - a. FIT is a male gender specific program that pairs a retired law enforcement officer with a former gang member to run accountability groups at schools and conduct home visits with at-risk boys. FIT operates at various schools within both Escondido districts from 5<sup>th</sup> graders through high school.
    - i. 10-week session – rotating 5-6 groups at a time
    - ii. 8-15 participants per group
    - iii. 5<sup>th</sup> graders through high school students
    - iv. Summer program
    - v. Curriculum from the One Circle Foundation
  - b. Staff
    - i. FIT Specialists – 2 (Former Gang Ties)
    - ii. FIT Officers – 2 (Retired Law Enforcement/Probation/Parole)
  - c. City Support specific to this Program:
    - i. Staff support for FIT activities, as needed
- 3. Girls Rock – Girls Group Program
  - a. Girls Rock is a gender specific program for girls that offers mentoring from a youth facilitator and female police officers. For girls, the transition from middle to high school often marks the beginning of a number of problem behaviors including substance use, aggressive and violent behavior, and high-risk sexual behavior. For many, the transition proves too difficult, and they leave school altogether. Bringing Girls Rock to this important transition year of 9<sup>th</sup> grade and the critical middle school years, helps increase girls’ self-efficacy and reduce the likelihood they will become violent or use drugs and alcohol.
    - i. 10-week session – rotating 3 groups at a time
    - ii. 8-15 participants per group
    - iii. Middle and high school students
    - iv. Summer program
    - v. Curriculum from the One Circle Foundation
  - b. Staff
    - i. Girls Rock Facilitator
    - ii. Escondido Police Department (“EPD”) female police officer
  - c. City Support specific to this Program:



- i. Staff support, as needed
4. Cannabis Abuse Program ("CAP")
  - a. CAP is a 6-week workshop for youth who use marijuana. The workshop series includes group and one-on-one sessions to help a youth stay sober and get back on track at school and home. The topics covered are as follows: the danger of marijuana, teenage brain on weed, truth about medical marijuana, goal setting, and refusal skills.
    - i. 6-week workshop
    - ii. 8-12 participants
    - iii. High School Program
  - b. Staff
    - i. CAP Facilitator
    - ii. Intern
  - c. City Support specific to this Program:
    - i. Staff support, as needed
5. Guiding Good Choices Program
  - a. Guiding Good Choices is a 5-week workshop series for parents and caregivers of elementary and middle school children (ages 9-14). Classes are offered in English and Spanish. The workshop covers the following topics: improving family communication, teaching kids to say "no," learning about the impacts of drug use, managing family conflicts, and creating a parent support network.
    - i. 5-week workshop
    - ii. 8-15 participants
    - iii. Parents of 9-14 year-old children
  - b. Staff
    - i. Trained Facilitators – 8 (Other Contractor case manager staff)
  - c. City Support specific to this Program:
    - i. Staff support, as needed
6. Tattoo Removal Program
  - a. The North County Tattoo Removal Program is a partnership with the Escondido Gang Reduction Intervention and Prevention ("EGRIP") Taskforce, Escondido Police Department, Escondido COMPACT, and Neighborhood Healthcare. The program is funded through a Neighborhood Revitalization Grant from Supervisor Bill Horn's Office and a CalGRIP Grant. This free program is available for people who live in North San Diego County. Participants must have visible gang tattoos on their face, head, neck and/or hands which are inhibiting their ability to find employment or leave the gang life. They must not have any current involvement with gangs, gang members, or gang activity. While the participants are going through the process of having their tattoos removed, they will also receive case management services, academic support in achieving high school diploma or GED, and training to help achieve career goals and gain employment.
    - i. 1x per month laser treatment
    - ii. 30 participants
    - iii. Case management
    - iv. Career/work support services
    - v. Intervention/prevention benefits
  - b. Staff
    - i. Program Manager
    - ii. Case Manager
    - iii. Partner – Neighborhood Healthcare
  - c. City Support specific to this Program:
    - i. Staff support, as needed

- d. Vetting for participant; confirmation that candidate is a good fit for this program
- 7. Alternatives to Detention (“ATD”) Program
  - a. ATD is a countywide program to provide a continuum of detention alternatives to low-risk juvenile offenders by providing case advocacy, home confinement, reporting centers, anger management, cool beds program, supervision and structured activities, intensive case management, and wrap-around family services. The “cool beds” program is a San Diego County-wide program which is available to juveniles who have committed a misdemeanor family offense and/or are currently on Juvenile probation who would not typically need to be detained in Juvenile Hall, however they cannot stay in their home due to other reasons, such as safety. The “cool beds” program allows a safe space for such juveniles in lieu of Juvenile Hall detention.
    - i. 25 participants – 60 per year
    - ii. Case management
    - iii. Intervention/Prevention Services
    - iv. Cool Bed
  - b. Staff
    - i. Case Manager
- 8. City Support specific to this Program:
  - a. Staff support, as needed

**D. Scheduling**

Inquires relating to this Agreement, including coordination with City staff as may be needed, may be directed to Captain Kevin Toth at 760-839-4487 or ktoth@escondido.org. Work shall be performed between the hours of 8 a.m. and 5:30 p.m., Monday through Friday, unless otherwise directed. Further instructions will be provided upon scheduling.

**E. Contract Price and Payment Terms**

The total contract price of this Agreement shall not exceed **\$600,000**. **Contractor shall not be paid more than \$150,000 per fiscal year throughout the term of this Agreement.** The contract price includes all labor related to Contractor staff time spent on program operations approved by the Chief of Police. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

**F. Term**

The term of this Agreement shall be from the Effective Date of the Agreement through **June 30, 2026**.

**G. Other**

Contractor acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that work and compensation under this Agreement is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. The City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.