

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
The City of Coalinga, California
and
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**

Agreement Number: 1
Period of Agreement: 10/1/2023 through 6/1/2027
Amount of Agreement: 83,074.00

WHEREAS The City of Coalinga, California desires to hire California State University, Fresno Foundation, a California nonprofit public benefit corporation, hereinafter referred to as “**Contractor**” to perform certain professional services under the terms and conditions contained in this Agreement for Professional Services (“Agreement”), and **Contractor** is agreeable to performing such professional services in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, The City of Coalinga and the **Contractor** agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

- A. The **Contractor** agrees to provide professional and/or technical services to The City of Coalinga, in accordance with and pursuant to the details of this agreement (“Agreement”), and specifically Attachment A – Scope of Work (“Work”), and Attachment B – Budget, both of which are attached hereto and incorporated herein by this reference.
- B. The **Contractor** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.
- C. In consideration of services rendered, **The City of Coalinga** agrees to pay the **Contractor** in accordance to the provisions of Article IV.

**ARTICLE II
GENERAL PROVISIONS**

- A. This Agreement shall form the entire agreement and understanding between **The City of Coalinga** and the **Contractor**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in anyway.
- B. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. Both parties consent to the jurisdiction of the courts located in the State

of California. The parties agree that Fresno County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.

C. The **Contractor** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations.

D. Execution of this Agreement by **The City of Coalinga** will be authorization for the **Contractor** to proceed with the Work specified herein.

E. Programmatic Communications to **The City of Coalinga** shall be directed to:

Jose Garza, Chief of Police, Coalinga Police Department
270 N. 6th St.
Coalinga, CA 93210
(559) 935-1525 ext. 152
jgarza@coalinga.com

Fiscal Communications to **The City of Coalinga** shall be directed to:

Sean Young, Commander, Coalinga Police Department
270 N. 6th St.
Coalinga, CA 93210
(559) 935-1525
syoung@coalinga.com

Programmatic Communications to **Contractor** shall be directed to:

California State University, Fresno
Keith Clement, Professor
California State University, Fresno
5241 N. Maple Ave., Fresno, CA 93740
(559) 278-2305
kclement@mail.fresnostate.edu

Fiscal Communications to **Contractor** shall be directed to:

California State University, Fresno Foundation
Linda Christian, Post Award Manager
4910 N. Chestnut Avenue
Fresno, CA 93726
(559) 278-0852
(559) 278-0992 FAX
lindacar@csufresno.edu

ARTICLE III

TERM

The term of this Agreement shall be from **10/1/2023** through **6/1/2027**.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

The total to be paid by **The City of Coalinga, California** to the **Contractor** is **\$83,074** for the period indicated above. **The Contractor** will submit an itemized invoice to **The City of Coalinga, California** on a quarterly basis not to exceed annual budget for the professional services described in Attachment A.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Contractor** or any persons employed by or representing the **Contractor** including contractors or employees thereof. The **Contractor** shall control the manner and means of accomplishing the performance of the Agreement.

ARTICLE VI INDEMNIFICATION

Unless otherwise expressly set forth in this Agreement, each party shall indemnify, defend, and save harmless the other, and their various directors, officers, agents, employees, boards, commissions, and departments, from and against any and all loss, damages, suits, claims (including actions by administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that may arise out of this Agreement or the parties' respective performance hereunder provided that any such loss, damages, suits, claims, penalties, costs, liabilities and/or expenses do not arise out of the intentional or negligent acts or omissions of the indemnitee or its various directors, officers, agents, employees, boards, commissions, and/or departments.

ARTICLE VII MODIFICATIONS

The terms of this Agreement may be modified or amended only by a written instrument signed by both parties hereto.

ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

ARTICLE IX Page 3 of 10

NON-ASSIGNMENT

Neither party shall assign, transfer, or further contract this Agreement, in whole or in part, without prior written approval of the other.

ARTICLE X SEVERABILITY

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

ARTICLE XI TERMINATION

Either party may terminate this Agreement for cause or convenience, and at no cost or penalty to the terminating party, upon thirty (30) days' advance written notice to the other party. Upon early termination of this Agreement, **Contractor** shall refund that portion (if any) of prepaid amount specified in Article IV that represents work not performed as of the date of termination, net of expenses and obligations incurred by **Contractor** as of the date of the termination. If funds were not advanced to **Contractor**, upon any termination, **The City of Coalinga** shall be responsible to reimburse **Contractor** for expenses and obligations incurred by **Contractor** as of the date of termination.

**ARTICLE XII
ENTIRE DOCUMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

CONTRACTOR

California State University, Fresno Foundation
4910 N. Chestnut Avenue
Fresno, CA 93726
(559) 278-0850
(559) 278-0992 FAX

The City of Coalinga

City of Coalinga Police Department
270 N. 6th St.
Coalinga, CA 93210
(559) 935-1525

By _____

Joy J. Goto
Interim Dean of Research and Graduate Studies
Office of Research and Sponsored Programs
California State University, Fresno

Date _____

By _____

Deborah S. Adishian-Astone
Executive Director

Date _____

By _____

Marissa Trejo
City Manager
City of Coalinga, California

Date _____

**ATTACHMENT A
SCOPE OF WORK**

**Grant Performance Measures for California State University Fresno, Foundation
regarding the Organized Retail Theft Prevention Grant Program
(Performance Period of October 1, 2023 – December 31, 2026)
(Contract Period of October 1, 2023 – June 1, 2027)**

CALIFORNIA STATE UNIVERSITY FRESNO, FOUNDATION

Goal: Develop a Local Evaluation Plan for Organized Retail Theft Prevention (Due to BSCC by April 1, 2024) and Develop a Final Local Evaluation for Organized Retail Theft Prevention grant program (Due to BSCC by June 1, 2027)

Evaluator Roles and Responsibilities:

1. Responsible for designing the evaluation plan for the BSCC Grant.
2. Responsible for the writing of the Local Evaluation Plan (LEP)
3. Review completed Quarterly Progress Reports (QPRs)
4. Responsible for the completion of the the Local Evaluation Report (LER)
5. Prepare project recommendations for local best practices and sustainability in the LER.

Performance Measurements:

Local Evaluation Plan: The purpose of the Local Evaluation Plan is to ensure that the program funded by Organized Retail Theft Prevention grant program can be evaluated.

The Plan is to include a detailed description of how the evaluator will assess the effectiveness of all the proposed funded projects. The Local Evaluation Plan can be submitted in either a narrative or bulleted format. The Plan should describe the research design that will be used to evaluate the effectiveness of the project, with the project goals (i.e. the expected benefits to participants or the community) and the project objectives (i.e. specific measurable accomplishments intended to advance project goals) clearly stated.

In addition, Plan should address two components: the process evaluation and the outcome evaluation, outlined in more detail below:

Process and Outcome Evaluations:

At a minimum, this section should:

1. Provide information essential to understanding the project and the need for the project (history in the community, an explanation of activities and/or services, description of similar efforts in the region, description of how the activities and/or services address the need, etc.).
2. Define the target area/population (e.g., gender, age, risk factors, prior involvement with the justice system).

3. Define the criteria used to determine participant eligibility of the target area/population.
4. Describe the process for determining which intervention(s) and/or services the target area/population needs and will receive.
5. Describe the process of coordinating or collaborating with other entities, if any, such as public agencies (e.g., law enforcement, non-law enforcement, prosecutors' offices), community organizations, or retailers.
6. Describe existing or proposed policies to govern the use of surveillance technology (if applicable) including complying with applicable privacy laws/regulations and securing any data collected or stored.
7. Describe existing or proposed policies to limit racial bias.
8. Provide a description of the goals and specific and measurable objectives identified in the Project Work Plan of the proposal.

Process Evaluation Method and Design:

1. The research design for the process evaluation.
2. The plan to document activities within the project and/or services provided to each target area/population (e.g., maintaining a database, tracking staff hours, etc.). How each target area/population's progress will be tracked (e.g., baseline data, change in data, change over time).
3. How activity progress will be tracked (e.g., start dates, cases initiated/resolved, number of license plates read, etc.).
4. Process variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
5. How the process data will be collected, and the data source(s) used.
6. The project-oversight structure and overall decision-making process for the project.
7. How the project components will be monitored, determined effective, and adjusted as necessary.
8. The plan for documenting activities performed by staff and contracted providers, if applicable.
9. Procedures ensuring that the project will be implemented to fidelity, when applicable.
10. How quantitative and qualitative process data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and

methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.

Outcome Evaluation Method and Design:

1. The research design for the outcome evaluation (e.g., pre-/post-test, mixed methods, comparison groups).
2. A set of evaluation questions. These are the questions that the evaluation will answer. These shall include the project's goals and objectives and may also include more outcome-oriented questions.
3. The criteria for determining an activity's success in the project.
4. Outcome variables and how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
5. How the outcome data will be collected, the timing of data collection, and the data source(s) used.
6. How quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square) and methods used for analyzing qualitative data (identifying themes, content analysis, etc.). You do not need to state the analysis type for each evaluation activity separately.
7. The strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.

Project Logic Model:

Provide a visual representation of the project depicting the logical relationships between the project's goal statements, input/resources, activities, outputs, outcomes and impacts of the project.

Inputs/Resources: "Inputs are various resources available to support the project (e.g., staff, materials, funding, equipment)."1 "Include those aspects of the project which are available and dedicated to, or used by, the project/service to operate."2 **Activities:** Activities are what the project does with the inputs or the services provided in alignment with project goals. If you have access to inputs/resources, then they can be used to accomplish project activities.

Outputs: If the activities are accomplished, these are the number of services delivered and/or products provided to participants. Outputs link the activities to products or services delivered to the target population; those who participate in the project and will benefit from the products and services provided. **Outcomes:** "Outcomes are the immediate, specific, measurable changes"3 due to the project. If the outputs are

achieved, then this is the change we expect to see. Outcomes may be grouped by:

- * Short-Term- Timeframe (grant cycle, months)
- * Medium-Term- Timeframe (grant cycle, months-years)

Impacts: The ways in which the community, city, and/or county are changed by the achieved outcomes. This includes fundamental intended or unintended changes that occur in organizations, communities, or systems because of project activities beyond the grant cycle. Impacts are societal/economic/civic/environmental focused and may be the same or similar to long-term outcomes (typically occur beyond the grant cycle).

Final Local Evaluation: The purpose of the final Local Evaluation is to document the activities that were carried out by the project.

The evaluation should describe the research design, as discussed in the previously submitted Local Evaluation Plan and Quarterly Progress Reports. The final Local Evaluation must describe the final outcomes of the program, including a determination of the degree of program success. Proving that a program worked is not an easy task. For example, if the goal of the program was to reduce recidivism, an applicant should specify the following:

a) A strategy for determining whether or not recidivism was lower at the end of the program as compared to before the program began.

b) A rationale for inferring that the reduction in recidivism was directly related to the program and not other factors unrelated to the program.

**ATTACHMENT B
BUDGET**

SENIOR PERSONNEL				YEAR 1	YEAR 2	YEAR 3	
LAST NAME	INIT	POSITION ON GRANT	BASIS OF SALARY				TOTAL REQUEST
Clement	K	PI	ACADEMIC YEAR RELEASE	\$11,262	\$11,712	\$12,181	\$35,155
OTHER PERSONNEL							
LEVEL	POSITION ON GRANT						TOTAL REQUEST
UG/G	STUDENT RESEARCH ASSISTANT			\$578	\$578	\$578	\$1,734
FRINGE BENEFITS							
LAST NAME	INIT.	POSITION ON GRANT	FRINGE CATEGORY				TOTAL REQUEST
Clement	K	PI	ACADEMIC YEAR/CAL RELEASE	\$7,724	\$8,193	\$8,692	\$24,608
Student Research Assistant			STUDENT FRINGE	\$13	\$13	\$13	\$39
TOTAL DIRECT COSTS				\$19,577	\$20,495	\$21,464	\$61,536
MODIFIED TOTAL DIRECT COSTS (MTDC)				\$19,577	\$20,495	\$21,464	\$61,536
IDC RATE	TOTAL INDIRECT COSTS						
35%				\$6,852	\$7,173	\$7,512	\$21,538
TOTAL PROPOSED COSTS				\$26,429	\$27,669	\$28,976	\$83,074