MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT

LEXIPOL, LLC

On-Call Grant Writing Services (RFP No. 2168)

THIS MASTER PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Sponsor" or "City"), and LEXIPOL, LLC, a Delaware limited liability company authorized to do business in California ("Consultant").

RECITALS

WHEREAS, the City requires the services of a consultant that is experienced in providing all services commonly associated with on-call grant writing services for the City's Office of the City Manager; and

WHEREAS, City issued a Request for Qualifications (RFQ No. 2168), for purposes of retaining a consultant experienced in providing such professional services, for various grant writing and grant analysis projects for the City's Office of the City Manager; and

WHEREAS, Consultant has the necessary experience in providing such professional consulting services and advice on various issues; and

WHEREAS, selection of Consultant is expected to achieve the desired results in an expedited fashion; and

WHEREAS, Consultant has submitted a Proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

1. **Scope of Services.**

1.1 Retention of Consultant. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with various grant writing and grant analysis projects ("Project").

1.2 Assigned Project. During the term of this Agreement, Consultant shall have the opportunity to submit proposals for various grant writing and grant analysis projects ("Assigned Project"). The scope of work for the project will be defined in a Request for Qualifications ("RFQ") issued by City. All proposals submitted, shall be reviewed by the City.

Acceptance of Consultant's proposal shall be made in the form of a Supplemental Agreement, a sample of which is attached as Exhibit "B."

Execution of this Agreement by Consultant and/or the submission of proposals for City Assigned Projects does not guarantee the award of a Supplemental Agreement.

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until five (5) years from the date of execution, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. Consultant shall receive compensation for all services rendered under this Agreement at the rates negotiated for the Assigned Project, and set forth in the Supplemental Agreement for Assigned Project. The total amount to be paid to Consultant for all Assigned Projects, over the initial five (5) year term of this Agreement, shall not exceed Three Hundred Fifty Thousand Dollars ($350,000). Said payment shall be made in accordance with Sponsor's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to Sponsor at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

City	Consultant
City of Riverside Attn: City Manager 3900 Main Street, 7th Floor Riverside, CA 92522	Lexipol, LLC Attn: Carrie Schneider, Acct. Exec. 2611 Internet Boulevard, #100 Frisco, TX 75034

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at: www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the Sponsor will be appointed in writing by the City Manager or Assistant City Manager to administer this Agreement on behalf of Sponsor and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to Sponsor approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the Sponsor's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible Sponsor Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the Sponsor is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the Sponsor.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the Sponsor has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification**.

11.1 **Design Professional Defined**. For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity

offering landscape architectural services in accordance with that chapter.

B. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

C. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation for Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the Sponsor, and the Sponsor's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Sponsor may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the Sponsor, and with well qualified, adequately insured and experienced legal counsel acceptable to Sponsor. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity for Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Sponsor and the Sponsor's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the Sponsor may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation for Other than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the Sponsor, and the Sponsor's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims,

allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the Sponsor, and with well qualified, adequately insured and experienced legal counsel acceptable to Sponsor. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity for Other than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the Sponsor, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the Sponsor may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance**.

12.1 **General Provisions**. Prior to the Sponsor's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the Sponsor's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to Sponsor by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The Sponsor, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to Sponsor's execution of this Agreement, Consultant shall file with Sponsor either: 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage; or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with Sponsor. Any certificate filed with Sponsor shall provide that Sponsor will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to Sponsor's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The Sponsor, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to Sponsor's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Sponsor evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with Sponsor and shall include the Sponsor and its

officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the Sponsor and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the Sponsor and Endorsement No. CG 20010413 shall be provided to the Sponsor.

12.4 **Errors and Omissions Insurance**. Prior to Sponsor's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the Sponsor from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Sponsor's request, Consultant shall provide Sponsor with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

15. **Sponsor's Right to Employ Other Consultants**. Sponsor reserves the right to employ other Consultants in connection with the Project. If the Sponsor is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the Sponsor reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Sponsor during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by Sponsor's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Sponsor's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the Sponsor.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of Sponsor. Consultant shall not release to others information furnished by Sponsor without prior express written approval of Sponsor.

19. **Copyrights**. Consultant agrees that any work prepared for Sponsor which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to Sponsor, and agrees to provide all assistance reasonably requested by Sponsor in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at Sponsor's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have

any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the Sponsor an affidavit disclosing any such interest.

21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, Sponsor shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance with Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the Sponsor shall constitute a waiver of any right or duty afforded Sponsor under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and Sponsor.

25. **Termination**. Sponsor, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the Sponsor's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, Sponsor shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to Sponsor.

25.1 Other than as stated below, Sponsor shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 Sponsor may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 Sponsor decides to abandon or postpone the Project.

26. **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the Sponsor, Sponsor reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by Sponsor to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by Sponsor in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the Sponsor, Sponsor will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon Sponsor and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue**. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Counterparts.** This Agreement may be signed by the Parties hereto in counterparts, each of which shall be an original but all of which together shall constitute one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile, digital signature, or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile, digital signature, or electronic signature page were on original thereof.

34. **Digital Signatures.** This Agreement may be signed by the Parties hereto in digital format in compliance with California Government Code 16.5 and California Code of Regulations Title 2 Division 7 Chapter 10, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Each certified electronic copy of the encrypted digital signature shall be deemed a duplicate original, constituting the one and the same instrument and shall be binding on the parties hereto.

35. **Interpretation**. Sponsor and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

35.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

35.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

35.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services, attached hereto, the terms contained in Exhibit "A" shall be controlling.

36. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" – Sample Supplemental Agreement
Exhibit "C" – Key Personnel

IN WITNESS WHEREOF, Sponsor and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
Interim City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: Kristie Thomas
Chief Financial Officer

Approved as to Form:

By: Susan Wilson
Susan Wilson (Aug 18, 2022 14:31 PDT)
Assistant City Attorney

LEXIPOL, LLC, a Delaware limited liability company authorized to do business in California

By: _____
Name: _____
Title: _____

By: Manu Mittal
Manu Mittal (Aug 11, 2022 23:54 CDT)
Name: _____
Title: _____

CA #21-1194 SDW 8/01/22
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EXHIBIT "A"

SCOPE OF SERVICES

Services may include:

- Funding needs analysis – Work with the City's departments on an as-needed basis to assess the validity of current funding priority areas and identify new priority areas for funding.

- Engage the City management team in creative strategizing for project grant development.
- On-Call Grant Writing – Provide grant support and expertise for a variety of municipal departments including the following, but not limited to:
    - Community/Economic Development;
    - Public Safety – Police, Fire, and Disaster Recovery/Resiliency;
    - Infrastructure Development and Maintenance;
    - Parks and Recreation;
    - Transportation/Highway /Sustainability/Transit; and
    - Library and Museum.

- Grant Proposal Development – Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts, production and submittal of applications to funding sources. At the beginning of the proposal process, develop a timeline that is agreeable to the City for submission of proposal drafts and review.

- Compile, write, and edit grant applications exhibiting strong expository writing skills and a high-level command of grammar and spelling.

- Serve in proposal management and coordination capacity depending on need from the proposal team.

- Secure all required supplemental documentation, including drafting and collecting signed copies of letters of support, and other documents including memoranda of understanding or articulation agreements that correspond to the project description in the proposal.

- Provide à la carte services such as fiscal and cost-benefit analysis, budget development, GIS mapping, proposal analytics, timeline mapping, and policy analysis as needed by various departments in support of internally developed and submitted grant applications.

- Review the budget of a project or program for which funding is sought and make recommendations to better present it to grant-making organizations.

- Design graphs, charts and visuals that illustrate and explain key processes, programmatic concepts and cycles of work/timelines.

- Make edits or revisions to drafts as required in a timely manner.
- Work with City management team to identity community partners as necessary.
- Demonstrate resourcefulness, creative thinking, and innovation to generate high quality plans for program and proposal development.
- Notify applicable state and/or local partners of grant proposal submission and provide additional advocacy suggestions regarding outreach.
- Keep in contact with grant-making organizations during their review of a submitted grant application to be able to supply additional supportive material, if required.
- Monthly reports/ Billing– the successful consultant(s) shall submit monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.

EXHIBIT "B"

SAMPLE SUPPLEMENTAL AGREEMENT

(Following page)

SUPPLEMENTAL AGREEMENT FOR ASSIGNED PROJECT

Consultant: _____

Project Name: _____

The Project Narrative for [name of project] ("Project"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, and Consultant's proposal dated [date of proposal], a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, shall constitute a supplement to the Master Professional Consultant Services Agreement On-Call Grant Writing Services, by and between City and Consultant, dated [date of executed master agreement] ("Agreement"). Consultant agrees to perform the services described in the Project Narrative within the time set forth in the Notice to Proceed for an amount not to exceed **[written amount] Dollars ($0)**. Performance of the services shall be subject to the terms and conditions contained in the Agreement.

Dated this _____day of _____, 20__.

CITY OF RIVERSIDE, a California
charter city and a municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

CONSULTANT NAME,
[legal business entity, e.g. a sole proprietor, California corporation, etc.)

By: _____

Title: _____

By: _____

Title: _____

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to form:

By: _____
Assistant City Attorney

EXHIBIT "C"

KEY PERSONNEL

Mark Dunlap, Project Manager
Caitlin O' Connor, Grant Strategy
Lisa Sihvonen-Binder, Grant Writer
Stephanie Bays, Director of Grant Operations
Fatima Rasul, Grant Writer