



Agreement for the Provision of Community Mediation Services

The Peninsula Conflict Resolution Center (PCRC), a 501(c)(3) public benefit corporation, wishes to provide conflict resolution services for the **City of Burlingame (City)**.

The Peninsula Conflict Resolution Center is an independent contractor, organized in accordance with the laws of California and is capable of performing the conflict resolution services described in this agreement.

PCRC and Burlingame agree as follows:

1. **SERVICES.** The PCRC shall provide the services described in Exhibit A, attached to and made a part of this agreement.
2. **FUNDING.** Funding by the City shall be in advance and shall be \$20,456.10. PCRC shall provide documentation to specify how the funds requested shall be spent, including such details as the City deems appropriate. Additional documentation may be requested by the City.
3. **CONTRACT TERM.** This contract shall commence on July 1, 2021 and shall terminate on June 30, 2022 unless terminated before that time, as described in Paragraph 6 of this agreement.
4. **PROGRAM REPORTS.** A performance report shall be submitted to the City biannually, at mid-year and year-end. This report shall include a description of all program activity related to this contract for the particular period.
5. **BREACH OF CONTRACT.** The City reserves the right to waive any and all breaches of this contract, any such waiver shall not be deemed a waiver of all previous or subsequent breaches. In the event the City chooses to waive a particular breach of this contract, it may condition said waiver on payment by PCRC of actual damages occasioned by such breach of contract. PCRC shall make every effort to resolve the breach quickly and amicably.
6. **TERMINATION.** In the event the PCRC is unable to fulfill its responsibilities under this contract for any reason whatsoever, including circumstances beyond its control, the City may terminate this contract. Either party to this agreement may terminate this contract without cause by giving 10 days written notice to the other party. If the contract is terminated, PCRC shall return a prorated amount of funding to the City.
7. **INTEREST OF PUBLIC OFFICIALS.** No members, officer or employee or agents of the City, no member of the City Council, and no other public official exercising any function or responsibility with respect to this program during his/her tenure, shall have any interest, direct or indirect, in this contract or a related subcontract or the proceeds thereof.
8. **RELATIONSHIP OF PARTIES.** It is expressly understood that PCRC is an independent contractor and that no agency, employee or other relationship is intended to be or is established by this contract.

9. **INSPECTION OF PROGRAM.** It is understood that periodic review of PCRC's program may be necessary and the right to do so is reserved by the City.
10. **ASSIGNABILITY.** PCRC shall not assign in this agreement and shall not transfer any interest in the same, without the prior written consent of the City.
11. **HOLD HARMLESS AND INSURANCE.** PCRC agrees (1) to hold harmless and indemnify the City and its officers and employees from and against any and all claims, loss, liability, damage and expense arising from performance of this contract, including claims, loss, liability, damage and expense caused or claimed to be caused by passive negligence of the City or its officers or employees. (2) to defend (City), its officers or employees there-against; provided however that this provision does not apply to claims, loss, liability, damage or expense arising from (a) the sole negligence or willful misconduct of (City) or (b) the active negligence of (City).

General liability and automobile liability insurance shall provide the following minimum benefits: (1) general liability, including comprehensive form, personal injury, broad form property damage, contractual and premises / operation in limits of \$1,000,000, aggregate, bodily injury and property damage combined; (2) automobile liability in limits of \$1,000,000, bodily injury and property damage combined. Additionally, workers compensation insurance in at least the minimum statutory amounts shall be maintained. All liability insurance policies shall specify (City), its elective and appointed boards, commissions, officers, agents and employees as additional insured. A certificate of insurance shall be provided to (City) prior to performance pursuant to this contract. It shall include policy endorsement verifying City's additional insured status. Further, any changes in insurance, required herein must be approved in writing by the City Attorney's Office.

12. **NONDISCRIMINATION.**

General: No person shall, on the basis of race, color, national origin, religious affiliation or non affiliation, marital status, medical condition, sex, age, handicap, sexual orientation or political affiliation be excluded from participation in, be denied the benefits or be subjected to discrimination, under this agreement.

Employment: PCRC shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluation and management relations, for all employees under this agreement. PCRC's personnel policies shall be made available to the City upon request.

13. **PROJECT REPRESENTATION.** PCRC and the City hereby designate the following agents to act as project representatives and receive all notices in the matters dealing with the performance of work, under this agreement.

PCRC: Malissa Netane-Jones, Managing Director of Initiatives & Services

CITY: Lisa Goldman, City Manager

14. **DISPUTE RESOLUTION.** In the event that differences relating to this contract, or to the relationship between the contracting parties, should arise during the term of this agreement, both parties will pursue resolution using an interest-based, non-adversarial

approach and utilizing the services of a neutral third-party mediator if direct negotiations are not successful.

15. **ADDITIONAL PROVISIONS.** Additional provisions, if any, are contained in Exhibit A, attached to this document.

In witness thereof, this agreement has been duly executed by the parties named above.

PENINSULA CONFLICT RESOLUTION CENTER
1670 South Amphlett Blvd, Ste. 115
San Mateo, CA 94402
(650) 513-0330

By _____ Date _____
Malissa Netane-Jones, Managing Director of Initiatives & Services

CITY OF Burlingame
Lisa Goldman, City Manager
501 Primrose Road
Burlingame, CA 94010

By _____ Date _____

EXHIBIT "A"

I. **What PCRC will provide**

Services to be provided to the City of Burlingame through this contract are described below.

A. **Information Services**

All of the services in this category are unlimited and free of charge.

- 1) **Information and Referral:** A resource person is available by telephone, to assist residents who have specific questions relating to a conflict. Through this conversation the resident may clarify issues of concern, be given specific information about common practices related to their issue of concern and receive a referral to an appropriate agency / resource.
- 2) **Information and Assistance:** A resource person assists the concerned caller to de-escalate feelings, clarify issues and underlying needs, develop possible solution options, and begin to design an approach to dispute resolution.
- 3) **Promotion of Use of Conflict Resolution Services:** PCRC staff and volunteers will make presentations and develop press releases and media coverage. PCRC will provide brochures and other printed materials to be kept in public areas where community members are likely to seek resource information.

B. **Mediation Services for Individuals**

Some services in this category have a modest fee (see below).

- 1) **One Party Assistance:** A resource person assists a party to a dispute to think through a conflict situation, including clarifying issues and interests of involved parties, exploring approaches to dealing with the situation and solution options and assisting with the selection of an approach to resolution.
- 2) **Conciliation:** Conciliation is the resolution of a conflict through the intervention of a neutral third party, without the disputing parties coming together in a face-to-face mediation. A case development process, involving contacts with both/ all-involved parties, is initiated and during that process, a resolution of concerns is achieved, to the satisfaction of the involved parties.
- 3) **Mediation:** Mediation through PCRC involves a face-to-face meeting between disputing parties. With the assistance of a panel of trained volunteer mediators, parties work through a non-adversarial problem-solving process and attempt to develop a mutually acceptable resolution to the issues of concern. There is a two-fold focus: development of a satisfying and durable agreement and, when appropriate, the preservation of an effective relationship. If a mediation is scheduled, each party is asked to pay \$30.

Through this contract, the City is subsidizing the provision of private mediation services to those who reside or work in the City. These services assist with conflict situations between *individuals*. The types of conflicts may include: landlord/ tenant disputes, issues between two neighbors (either owners or renters), consumer disputes, roommate problems, conflicts between friends, plus some domestic or family issues.

PCRC also provides mediation services in more complex situations that involve multiple parties and/or multiple issues. For example: workplace disputes; intra- or extra-organizational conflicts, multi-neighbor disputes or public controversies. See C. Additional Conflict Resolution Services.

C. Additional Conflict Resolution Services

If the City, residents or local organizations use the services described below, this contract provides a 10% discount off of PCRC's standard fee schedule (available upon request).

- 1) **Training:** PCRC offers orientations to city staff about the mediation program and its services as part of the basic contract. In addition, PCRC can train groups in theory and practice of interest-based conflict management, negotiation, communication, and facilitation skills. Training sessions are tailored to the particular needs of the group and have proven useful to city departments heads, front-line staff, commission members, workplace teams, community service providers as well as other groups.
- 2) **Conflict Assessment/Consultation:** PCRC can assist cities, as well as local community organizations and other groups, to assess specific conflict situations, analyze concerns of stakeholders and develop strategies for pro-active and interest-based conflict resolution. The conflict assessment process usually involves PCRC contacting stakeholders to gather input and provide information about conflict resolution options. An assessment report can be prepared and provided to the client.
- 3) **Mediation Services for Complex Situations:** PCRC's staff and volunteers provide the same high quality of mediation services in multi-party, multi-issue, complex disputes as we do for individual disputes. This requires a more advanced level of mediation training and experience and more a more intensive preparation process.

Examples of complex mediation situations include: workplace conflict between supervisor and supervisee; workplace issues affecting a whole team; a neighborhood issue involving multiple households; a public controversy in which the City or other institution is involved.

- 4) **Conflict Resolution System Design:** PCRC assists organizations in building internal conflict resolution capacity, i.e. the development of policies and procedures for interest-based dispute prevention and early resolution. This service is tailored to the unique needs of the individual group, but is based on recognized and proven design principles.
- 5) **Design and facilitation of Community Forums, Public Conversations, Dialogues:** Working with local representatives, PCRC assists with the design and facilitation for a wide variety of group sessions in which members of the public are encouraged to participate in dialogue about issues that affect the health and well-being of the community.

By special agreement: Due to the recent low rate of referrals to mediation, and a commitment on the part of both the City and PCRC to maintain and grow our partnership, PCRC will provide one facilitated community meeting, at no charge. This would be a three-hour meeting, including up to six hours of preparation and follow-up.

6) **Facilitation for Committees, Departments, Councils:** PCRC will assist with the design and facilitation of all types of meetings for elected, appointed and civic groups.

D. **Administration of a Community Mediation Program:** In collaboration with the contracting city, PCRC will administer a mediation program responsive to the needs of the community. PCRC may solicit input from city staff about unique areas of concern to a city and appropriate approaches to program implementation, improvement and promotion.

E. **Recruitment and training of community volunteers:** PCRC will develop and maintain a pool of trained volunteer mediators, case developers and facilitators to serve the conflict resolution needs of the community. These residents of local communities will become skillful in the interest-based approach to conflict resolution. PCRC volunteers complete a minimum of 25 hours of training, according to regulations that govern programs receiving support from the California Dispute Resolution Trust Fund.

PCRC also offers on-going skill development opportunities to volunteers to improve and enhance their conflict resolution skills. These volunteers will also serve as ambassadors in the community, promoting the ideas of interest-based conflict resolution.

II. **What the City of Burlingame will provide:**

- A. Funding in the amount of \$20,456.10 for Fiscal Year 2021-22. This fee is full payment for the services defined above. Payments will be made upon receipt of invoice.
- B. Support for the program from city officers and staff members, demonstrated through public statements, publicity, and referrals through city departments.
- C. At least one article or ad placed in a city run publication to promote the use of PCRC services among residents and businesses in the city. A PCRC staff person is available to work with a city contact person to develop this material.
- D. Assistance in scheduling appointments for PCRC representatives to make outreach presentations to groups of city staff, civic organizations and other relevant groups.
- E. No cost use of city-controlled public meeting space, as needed and as available, for training sessions, meetings and mediations. This use will be subject to the existing rules and regulations that govern the use of these spaces.

III. **Agreement by both parties, *in concept*:**

Both PCRC and the City recognize that this is an ongoing program. If the Community Mediation Program meets the terms of this agreement to the City's satisfaction, and in the absence of unexpected financial constraints, it is expected that the City will consider funding the Community Mediation Program, on an annual basis, as negotiated between the two parties.