



**AGREEMENT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
REALITY CHANGERS  
FOR COLLEGE PREPARATION WORKSHOPS**

**SERVICES AGREEMENT**

This Agreement is entered into by and between the City of San Diego, a municipal corporation (City), and Reality Changers, a non-profit, public benefit, corporation (Contractor) (collectively, the Parties).

**RECITALS**

City desires to provide a series of college preparedness workshops for 11th and 12th grade students that live within the City of San Diego boundary as further described in the Scope of Services (Services), attached hereto as Exhibit A.

Contractor has the expertise, experience, equipment, and personnel necessary to provide the Services and City forces are presently unable to adequately provide the required Services.

City and Contractor wish to enter into an agreement whereby City will retain Contractor to provide the Services.

Contractor is a Non-Profit Organization under Section 501(c)(3) of the U.S. Internal Revenue Code.

Pursuant to San Diego Municipal Code (SDMC) section 22.3210, the Purchasing Agent has certified that this Agreement is exempt from competitive bidding requirements because this Agreement furthers a specific public policy, is in the public interest, and does not exceed the threshold set forth in the SDMC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE 1  
CONTRACTOR SERVICES**

**1.1 Scope of Services.** Contractor shall provide the Services described in Exhibit A, which is incorporated herein by reference.

**1.2 Contract Administrator.** The Office of Child and Youth Success (Department) is the Contract Administrator for this Agreement. The Contract Administrator's contact information is as follows:

**ANDREA O'HARA  
EXECUTIVE DIRECTOR  
202 C STREET, SAN DIEGO, CA 92101  
THE OFFICE OF CHILD AND YOUTH SUCCESS  
858-232-6579  
AOHARA@SANDIEGO.GOV**

**1.1 General Contract Terms and Provisions.** This Agreement incorporates by reference City's General Contract Terms and Provisions, attached hereto as Exhibit B.

**1.2 Submittals Required with the Agreement.** Contractor is required to submit all forms and information listed in Exhibit C before this Agreement is executed.

**1.3 Reserved.**

**ARTICLE 2  
DURATION OF AGREEMENT**

**2.1 Agreement Term.** This Agreement shall be for a term of 6 months beginning on the Effective Date and extending through June 30, 2023. The City may, in its sole discretion, extend this Agreement for 2 years and 6 months. Unless otherwise terminated, this Agreement shall be effective until completion of Services or June 30, 2023, whichever is the earliest. The term of this Agreement shall not exceed five years unless approved by the City Council by ordinance.

**2.2 Effective Date.** This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE 3  
COMPENSATION**

**3.1 Amount of Compensation.** The City shall pay the Contractor for performance of all Services rendered in accordance with this Agreement, including reasonably related expenses, in an amount not to exceed \$5,000.00.

**3.2 Annual Appropriation of Funds.** Contractor acknowledges that the Agreement Term may extend over multiple City fiscal years, and Contractor understands and agrees 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. City may terminate the Agreement if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

**ARTICLE 4  
CONTRACT DOCUMENTS**

**4.1 Contract Documents.** This Agreement, including its exhibits, constitute the Contract Documents. The Contract Documents completely describes the Services to be provided.

**4.2 Counterparts.** This Agreement may be executed in counterparts, which when taken together shall constitute the single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR  
Reality Changers, a Non-Profit,  
Public Benefit, Corporation

CITY OF SAN DIEGO  
A Municipal Corporation

By: Tamara Y. Claver  
Name: TAMARA Y. CLAVER  
Title: President + CEO  
Date: 12/12/2022

By: \_\_\_\_\_  
Name: Claudia Abarca  
Director, Purchasing & Contracting  
Date: Dec 27, 2022

Approved as to form this 9<sup>th</sup> day of  
January, 2023  
MARA W. ELLIOTT, City Attorney

By: [Signature]  
Deputy City Attorney  
Nicole Pedone  
Print Name