

Regular Council Meeting

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May 23, 2024

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FRESNO CITY COUNCIL

CITY OF FRESNO
CITY CLERK'S OFFICE



Supplement Packet

ITEM(S)

2-PP (ID 24-706)

Actions pertaining to grant agreements between the City of Fresno (City) and the Fresno Economic Opportunity Commission (FEOC)/Advance Peace

[TITLE TRUNCATED FOR SUPPLEMENTAL PACKET COVER PAGE]

Contents of Supplement: Signed Grant Agreement

Item(s)

Supplemental Information:

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

Americans with Disabilities Act (ADA):

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

**GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND FRESNO
ECONOMIC OPPORTUNITIES COMMISSION REGARDING FUNDING FOR
THE ADVANCE PEACE PROGRAM**

THIS GRANT AGREEMENT (AGREEMENT) is made and entered into upon execution by both parties on _____, by and between the CITY OF FRESNO (the CITY), and Fresno Economic Opportunities Commission (GRANTEE), to provide funding for Advance Peace Program.

RECITALS

WHEREAS, there is an increased need for violence intervention and prevention services; and

WHEREAS, the City desires to provide funds to assist GRANTEE in providing Advance Peace Program (PROJECT) as part of the City of Fresno Violence Intervention and Prevention Initiative; and

WHEREAS, GRANTEE agrees to not begin any work funded by this Agreement until receiving a written notice to proceed from the City; and

WHEREAS, GRANTEE represents it desires to and is professionally and legally capable of immediately providing these services for City of Fresno residents; and

WHEREAS, GRANTEE acknowledges that a portion of these grant funds being provided under this Agreement under the General Fund; and

WHEREAS, this Agreement will be administered for the City by its Parks, After School, Recreation and Community Services (PARCS) Director or their designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. **Scope of Services.** GRANTEE shall perform to the satisfaction of the CITY the services described in Exhibit A, including all work incidental to, or necessary to perform, such services even though not specifically described in Exhibit A.

2. **Grant Amount.** City shall provide GRANTEE the amount of \$375,0000 for the services described in Exhibit A. Of this total, GRANTEE may request that up twenty-five (25%) percent of the total grant amount be provided as a one-time upfront payment to enable work to begin. The remaining funding shall be distributed on a reimbursement basis for eligible costs incurred as described in section 5.

(a) Reimbursement for Program Activities.

i. This award includes an upfront payment of \$93,750 to GRANTEE to allow work to begin immediately.

ii. For the aforementioned services, CITY agrees to reimburse GRANTEE solely from allocated and available General Fund Compensation for satisfactory performance of all services required or rendered pursuant to this agreement

for eligible costs incurred by GRANTEE in pursuit hereof, shall be reimbursed in an amount not to exceed \$375,000 unless upfront payment is exercised.

iii. Detailed itemized invoice statements shall be rendered quarterly by the 15th of the month for services performed in the preceding quarter and will be payable in the normal course of the CITY's business. An invoice template will be provided and will require supporting documentation for all eligible expenses.

iv. Timesheet documentation will be required for all funded staff positions.

v. Upfront and reimbursement payments shall be contingent on the CITY'S receipt of an undisputed invoice and any reports and substantiation materials required by the CITY.

3. **Term of Agreement; Notice to Proceed; Time for Performance.**

(a) This Agreement shall be effective for 12 months from the date when services are commenced, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date of the written notice to proceed (in accordance with Section 3(b) below) and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

(b) GRANTEE shall begin commencement of services described in Exhibit A upon delivery of written notice to proceed from the City. The notice shall be deemed delivered and effective upon the date given by personal delivery, email or telecopy, and on the date of deposit in the mail (Effective Date).

(c) The City may exercise the option to extend the agreement for an additional year at the sole discretion of the City Manager or their designee. Any extensions to the term of the agreement must be made by written amendment to the Agreement signed by an authorized representative for each party.

4. **Project Amendments.**

(a) The CITY will consider project amendments including changes to the awarded scope of services to maximize the overall benefits of the City of Fresno's Violence Intervention and Prevention Initiative. Any change in the scope of services must be requested in writing and submitted to PARCSContracts@Fresno.gov. The written request for an amendment must be signed by an authorized representative of the GRANTEE.

(b) The written request to include:

- An explanation of the proposed scope change
- Reason for the proposed scope change
- Impact the proposed scope change will have on the original scope
- Impact the proposed scope change will have on the overall cost of the program

(c) Requests for any amendments shall be reviewed by the City Manager or their designee. The CITY will review all written requests and respond with an approval or denial for amendment within 30 calendar days of receipt.

(d) GRANTEE shall not be entitled to any additional compensation if services are performed prior to an approval notice from the City.

(e) Any request for amendment to the scope of services and/or funding may result in termination of the agreement if the proposed amendment is found to be no longer consistent with the goals of the grant program. Funding may be relinquished, and the agreement may be terminated at the discretion of the City Manager.

(f) Agreements must be amended by mutual agreement of the parties, but may be administratively amended by the City to increase funding within the scope authorized herein.

(g) If GRANTEE should fail to comply with any provision of the AGREEMENT, CITY shall be relieved of its obligation for further compensation.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City or to GRANTEE upon the earlier of: (i) GRANTEE filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against GRANTEE; (ii) seven calendar days prior written notice with or without cause by the City to GRANTEE; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) If GRANTEE should fail to comply with any provision of the AGREEMENT, CITY shall be relieved of its obligation for further compensation. Immediately upon any termination or expiration of this Agreement, GRANTEE shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of GRANTEE that are owned by the City. Subject to the terms of this Agreement, GRANTEE shall be paid compensation for services satisfactorily performed prior to the effective date of termination. GRANTEE shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of GRANTEE to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the GRANTEE, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the GRANTEE, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law;

(ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) GRANTEE shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event GRANTEE fails to comply with any terms or conditions of this Agreement.

(f) GRANTEE shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of GRANTEE and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. GRANTEE shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

(g) Events of Default. When in the opinion of CITY, there is an occurrence of any one or more of the following provisions it will represent an Event of Default for purposes of this Agreement.

- i. An illegal or improper use of funds.
- ii. A failure to comply with any term, covenant or condition of this Agreement. Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.
- iii. The services required hereunder are incapable of or are improperly being performed by GRANTEE.
- iv. Refusal of GRANTEE to accept change under Section 18.
- v. GRANTEE fails to maintain any required insurance.
- vi. There is a loss of third-party funding (see Section 5 above).
- vii. GRANTEE's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

(h) Upon the occurrence of an Event of Default, CITY shall give written notice to GRANTEE of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured.

6. **Confidential Information and Ownership of Documents.**

(a) Any reports, information, or other data prepared or assembled by GRANTEE pursuant to this Agreement shall not be made available to any individual or organization by GRANTEE without the prior written approval of the City. During the term

of this Agreement, and thereafter, GRANTEE shall not, without the prior written consent of the City, disclose to anyone any Confidential Information.

(b) The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(c) Confidential information collected under this award shall be used only for the purposes of this PROJECT and shall not be used for solicitation purposes. Confidential information in written and electronic forms shall be stored and transferred securely using best practices such as using encryption, password protection, locked cabinets, etc.

(d) Any and all writings and documents prepared or provided by GRANTEE pursuant to this Agreement, including without limitation grant applications and supporting documents, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Copies of grant applications and supporting documents shall be promptly provided to City during the term of this Agreement. GRANTEE shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(e) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 6.

(f) This Section 6 shall survive expiration or termination of this Agreement.

7. **Professional Skill.** It is further mutually understood and agreed by and between the parties hereto that inasmuch as GRANTEE represents to the City that GRANTEE and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the GRANTEE and any subcontractors to do and perform such services in a skillful manner and the GRANTEE agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of GRANTEE or any subcontractors from said professional standards.

8. **Indemnification.** To the furthest extent allowed by law, GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, GRANTEE or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. GRANTEE'S obligations under the preceding sentence shall apply

regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Notwithstanding the aforementioned, GRANTEE recognizes that the source of funds for the grant to be provided hereunder is the City's allocation from the General Fund. To this end GRANTEE shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of GRANTEE or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement.

This section 8 shall survive termination or expiration of this Agreement.

9. **Insurance.** GRANTEE shall comply with all of the insurance requirements in Exhibit B to this Agreement. Failure to comply and maintain the appropriate insurance may result in immediate termination of the Agreement.

10. **Conflict of Interest and Non-Solicitation.**

(a) Prior to the City's execution of this Agreement, GRANTEE shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, GRANTEE shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by GRANTEE in such statement.

(b) GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, GRANTEE shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, GRANTEE and the respective subcontractor(s) are in full compliance with all laws and regulations. GRANTEE shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, GRANTEE shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, GRANTEE shall not employ or retain the services of any person while such person either

is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) GRANTEE represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither GRANTEE, nor any of GRANTEE subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. GRANTEE and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, GRANTEE shall remain responsible for complying with Section 10(b), above.

(f) If GRANTEE should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, GRANTEE shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. **General Terms.**

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or designee.

12. **Financial Reporting, Auditing and Document Retention.**

(a) GRANTEE agrees to permit City staff to conduct one performance review during the term of this agreement. City has the right to conduct additional performance reviews both during the term of this agreement and after the agreement's term should the City believe these reviews are necessary.

(b) Records of GRANTEE expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of five years after final payment or, if longer, for any period required by law. Records related to GRANTEE's performance metrics shall be made available and retained for the same time periods as the Project's expense data. If GRANTEE fails to provide City staff access or documentation necessary to conduct a City-requested performance review, City may terminate this Agreement in accordance with Section 6.

(c) In addition, all books, documents, papers, and records of GRANTEE pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim,

negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(c) shall survive expiration or termination of this Agreement.

(d) Prior to execution of this Agreement by the City, GRANTEE shall have provided evidence to the City that GRANTEE is licensed to perform the services called for by this Agreement (or that no license is required). If GRANTEE should subcontract all or any portion of the work or services to be performed under this Agreement, GRANTEE shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(e) Prior to execution of this Agreement by the CITY, GRANTEE must disclose Program Funding Award & Pending Applications whether it has (or is proposed as a sub-recipient under) any pending applications for funded grants or cooperative agreements that (1) include requests for funding to support the same scope being proposed in this AGREEMENT, and (2) would cover any identical cost items outlined in the budget submitted to City of Fresno as part of the application under this AGREEMENT. The contractor is to disclose applications made directly to awarding agencies, and also applications for subawards funds (e.g., applications to Private Foundations, State agencies that will subaward ("subgrant") federal funds).

13. **Nondiscrimination.**

(a) To the extent required by controlling federal, state, and local law, GRANTEE shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, GRANTEE agrees as follows:

(b) GRANTEE will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(c) GRANTEE will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. GRANTEE shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to GRANTEE's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(d) GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(e) GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the GRANTEE's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 13.

14. **Independent Contractor.**

(a) In the furnishing of the services provided for herein, GRANTEE is acting solely as an independent contractor. Neither GRANTEE, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which GRANTEE shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between GRANTEE and the City. GRANTEE shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, GRANTEE shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, GRANTEE and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. GRANTEE shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, GRANTEE shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of

GRANTEE's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City's employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, GRANTEE may be providing services to others unrelated to the City or to this Agreement.

15. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof. Notices may also be delivered via email with written confirmation of receipt.

16. **Binding.** Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17. **Assignment.**

(a) This Agreement is personal to GRANTEE and there shall be no assignment by GRANTEE of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by GRANTEE, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) GRANTEE hereby agrees not to assign the payment of any monies due GRANTEE from the City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The City retains the right to pay any and all monies due the GRANTEE directly to the GRANTEE.

18. **Compliance With Law.** In providing the services required under this Agreement, GRANTEE shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, and all other applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

19. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement.

Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

23. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. **Attorney's Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. **Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **No Third Party Beneficiaries.** The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. **Extent of Agreement.** Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof

and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and GRANTEE.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

FRESNO ECONOMIC OPPORTUNITIES
COMMISSION, a California nonprofit
corporation

By: _____
Georgeanne A. White Date
City Manager

DocuSigned by:
Emilia Reyes 5/16/2024
By: _____
5197245EF8D7493...

Name: Emilia Reyes

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Chief Executive officer
(If corporation or LLC., Board Chair, Pres. or
Vice Pres.)

DocuSigned by:
Sukhman Sekhon 5/16/2024
By: _____
6917A7D9D8364A8...
Sukhman S. Sekhon Date
Deputy City Attorney

By: _____

Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date

Addresses:
CITY
City of Fresno
Attention: Aaron Aguirre, Director
Parks, After School, Recreation and
Community Services
1515 Divisadero Street
Fresno, CA 93721
Phone: (559) 621-2900
FAX: (559) 475-1575
Email: PARCSContracts@Fresno.gov

FRESNO ECONOMIC OPPORTUNITIES
COMMISSION
Attention: ^{Emilia Reyes}
Address: 1920 Mariposa Street
Fresno, CA ⁹³⁷²¹
Phone: (559) 263-1010
Email: emilia.reyes@fresnoec.org

Attachments:

- 1. Exhibit A - Scope of Work, Schedule, Budget, and Reporting Schedule
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form
- 4. Exhibit D – Disclosure of Project Funding

EXHIBIT A
SCOPE OF WORK, BUDGET & REPORTING SCHEDULE

SCOPE OF WORK & BUDGET

Agency Name:		Fresno Economic Opportunities Commission - Advance Peace					
Project Title		Advance Peace - Junior Fellows					
Salaries and Benefits							
New or Existing Staff	New or Existing Staff	Description of Role on Project	Percent of Time VIPI*	Base Salary	Salary Requested	Fringe Benefits	Total
Patrick Turner, Interim Director	New staff	Monitors overall program and staff.	4%	\$111,338.00	\$4,454	\$1,431	\$5,885
Aaron Foster, Program Manager	Existing staff	The Program Manager works with the field coordinator to oversee implementation of the Advance Peace model, handle programmatic reporting, work with Neighborhood Change Agents as well as enrollees to set direction of program to achieve its goals. The Program Manager updates project partners, funding sources, and the community on the success of the program.	15%	\$78,525.00	\$11,779.00	\$2,948	\$14,727
Rod Wade, Field Coordinator	Existing staff	The Field Coordinator serves as liaison between the Program Manager and the Neighborhood Change Agents. The Field Coordinator provides direct mentoring to many of the participants in conjunction with Neighborhood Change Agents. The Field Coordinator also helps collect data that the program will need to verify program success that can reviewed by program evaluators. The Field Coordinator also works with NCAs to address operational issues or challenges and develop proposed policies to address them. Field Coordinator provides training for both participants and Neighborhood Change Agents.	10%	\$73,291.00	\$7,329.00	\$1,892	\$9,221
Karina Peterson, Program Coordinator	Existing staff	The program Coordinator assists the Program Manager as well as the Advance Peace Team in the Administrative day to day tasks. Program Coordinator also tracks data for reporting purposes and grant needs.	15%	\$69,688.00	\$10,453.00	\$943	\$11,396

Domingo Gonzales, Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	50%	\$48,750.00	\$24,375.00	\$6,617	\$30,992	
Alex Camp, Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	50%	\$48,750.00	\$24,375.00	\$7,738	\$32,113	
Alfredo Gonzales, Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	50%	\$50,525.00	\$25,263.00	\$2,338	\$27,601	
Reef Goodwin, Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	50%	\$48,750.00	\$24,375.00	\$2,265	\$26,640	
Joseph McCoy, Neighborhood Change Agent	Existing staff	Change Agents (NCAs) are considered credible messengers and help each Fellow develop an individualized life plan and provide navigation support. Each NCA has a caseload of 5-6 fellows.	50%	\$48,750.00	\$24,375.00	\$9,844	\$34,219	
Spencer Garfield, Peacekeeper (part-time employee)	Existing staff	The part-time (24hrs/week) Peacekeeper role is an essential part of the Advance Peace philosophy which aids in community engagement, de-escalation and information gathering. Additional Peacekeepers will ensure NCAs are targeting the right individuals and neighborhoods and increases chances of programmatic success.	20%	\$35,880.00	\$7,176.00	\$690	\$7,866	
Christine Aguayo, Accountant II	Existing staff	Financial oversight.	33%	\$80,000.00	\$26,544.00	\$7,547.00	\$34,091	
Notes: Salaries are calculated on an 12-month basis for full/part time staff. Both NCAs and Peacekeepers conduct street outreach and intervention, have fellows that they are responsible for, and have the same training. The significant difference between the positions is that NCAs are full time and have typically been with the program longer, while Peacekeepers are part time and are newer to AP Fresno. All staff who are doing outreach start at the Peacekeeper level, and when there is at least 6 months of experience and an open position for an NCA, then AP Fresno staff considers them for the NCA role. All staff who are working in the community are required to complete 6 months of training that includes case management, mental health first aid, de-escalation, conflict mediation, anger management, positive listening, trauma-informed training, strengths-based leadership training, understanding and mastering the Advance Peace app developed by UC Berkeley, learning and understanding the Advance Peace philosophy, and cultivating relationships with potential fellows and community members. Both the Program Manager and Field Coordinator have extensive experience working with and mentoring youth in Fresno communities.							sub-total:	\$234,751
Are any of the positions above being used toward matching funds on another grant program?							Yes	
If yes, please list the grant programs and total amount of match:	CalVIP, \$375,000							
Are any of the positions above funded for similar work under any other grant programs?							Yes	
If yes, list the name of the grant program and percentage of staff time funded for each staff member included in this	Aaron Foster - 50% CALVIP/ 35% BJA, Rod Wade - 50% CALVIP/40% BJA, (Karina Peterson 45% CALVIP/ 40% BJA, Domingo Gonzales - NCA staff 50% CalVIP CoHort 4- Alex Camp 50%, Alfredo Gonzalez 50%, Reef Goodwin 50%, Joseph McCoy 50%, Spencer Garfield 80% BJA. Christine Aguayo to oversee all invoicing to ensure there is no duplication or overlap, time allocation chart will be utilized to ensure no duplication occurs.							

Indirect Costs							
Title & Name (if applicable)	New or Existing Staff	Description of Cost	Percent of Time VIPI*	Base Salary	Salary Requested	Fringe Benefits	Total
sub-total:							\$0
Program #2		Timeline	Estimated Reach	Target Audience			
JUNIOR FELLOWSHIP PROGRAM		18-month program	25	Youth ages 9-24			
VIPI Goal(s):	1) Expand the capacity of Violence Interventionists, especially those serving communities of color.						
Objectives:	1) Recruit 25 junior fellows to participate in the Advance Peace 18-month junior fellowship program. Junior fellowship does not include any stipends for participants.						
Location(s):	Northwest and Southwest Fresno						
Operating	Any time of day or night, as needed						
Supplies for Program	Unit Cost	Description of Cost					Total
Transformative Travel	\$14,000.00	Funds to support Fellow group travel (within state) pending meeting specified travel requirements by fellows.					\$ 14,000
Equestrian Therapy	\$2,833.33	Offer inner-city youth the transformative experience that fosters personal growth by engaging with animals @ \$2,833.33 per					\$ 34,000
Food	\$1,125.00	Missed meals @ \$45 per month*12 months * 25 fellows= \$13,500; Will purchase and track gift cards using a log.					\$ 13,500
Basic needs	\$500.00	Clothes (washing supplies/laundry), deodorant, toothpaste, etc. @ \$20 per month *12 months *25 fellows					\$ 6,000
Staff training	\$2,430.00	Registration @ \$45 per month for staff of 9 * 12 months= \$4,860. 50% Junior Fellowship, 50% to Outreach, Gallop trainings; conflict resolution, strength based well-being, creative listening, etc.					\$ 4,860
Educational/Skill development for fellows	\$144.00	Registration for parenting classes, drivers training, sport activity involvement needs/fees, etc. @ \$144 per fellow *25 fellows (as needed)					\$ 3,600.00
Staff Wellness/Mental Health	\$771.25	Monthly team bonding for staff to enhance team morale and cohesion @ \$771.25 per month x 12 months.					\$ 9,255.00
School/Work Supplies	\$225.00	Backpack, calculator, work boots, or misc. supplies (notebooks, paper, pencils, pens, books) estimated need @\$75 every 4 months *3 times per year if not already covered by other EOC resources, depending on eligibility or timing. Will purchase and track gift cards using a log.					\$ 5,625
Life Coaching/ Consulting	\$4,117.41	Contractor provides education and training to assist Advance Peace in building business acumen, mentorship training for staff and fellows to use the program to their benefit and address the problem in any situation. (rounded)					\$ 49,409
sub-total:							\$140,249

Scope of Work/Activities

<p>Identify & Retain Junior Fellows: AP offers this engagement through its Peacemaker Fellowship, a personal- and leadership-development framework that acknowledges and is responsive to each Fellow’s untreated trauma, and invests in his individual well-being. Through AP Fresno’s work in Southwest Fresno communities, staff have built relationships with people of all ages, and because of this has recognized the need for supportive services for youth who are caught in cycles of violence from a very young age. Youth will be identified for the program through existing relationships with AP Fresno staff, referrals from Fresno County Probation who are identified through the outreach efforts of Community Outreach Specialist, individuals identified by Fresno PD as being most at-risk, and AP Fresno’s network of local nonprofits including Fresno United, Stop the Violence, Faith in the Valley, and Barrios Unidos. AP Fresno will strategically select program participants based on who is considered most at-risk of being involved in gun violence, including those who have previously offended in some capacity.</p>	<p>Psychosocial 2: Feeling More Connected to Others</p>	<p>Identification of potential Fellows Fellow intake Retention of Fellows</p>
<p>Create a LifeMAP with each Junior Fellow: A LifeMAP is completed by an NCA and the incoming Fellow during intake. The LifeMAP (or management action plan) provides an individualized comprehensive assessment of a Fellow’s circumstances in key areas, including housing, education, employment, transportation, finances, safety, family/relationships, physical health, mental health, and spiritual, recreational, and social connections. For each of these areas, the LifeMAP outlines the Fellow’s short-term and long-term goals and specific steps for achieving them. For example, short-term goals may include participating in substance abuse treatment or individual counseling, attending parenting classes, or paying outstanding vehicle violations. Long-term goals may focus on rebuilding family relationships or completing a GED program. Each goal has a timeline associated with it, allowing for close monitoring and evaluation. The LifeMAP is updated every six months showing the Fellow’s accomplishments and areas of challenge.</p>	<p>Skills/Knowledge 3: Improved Life/Healthy Choices/Family Management Skills Psychosocial 4: Feeling Better Able to Make Positive Life Choices</p>	<p>Completed LifeMaps</p>

<p>Provide daily-check-ins: NCAs check in with each Fellow on a daily basis, multiple times a day. This daily interaction between staff members and Fellows provides Fellows with support, guidance, encouragement, and mentorship that is often absent in other parts of their lives. Fellowship survey results indicate that the relationship building with program staff members is one of the most valuable elements for ensuring continued participation.</p>	<p>Psychosocial 2: Feeling More Connected to Others Psychosocial 4: Feeling Better Able to Make Positive Life Choices Crime 1: Reduced Violent Activity/Gang Involvement</p>	<p>Fellow engagements by unique individual Types of engagements</p>
<p>Provide assistance with social services navigation/referrals: This is an area where Fresno EOC’s broad reach as a community-based anti-poverty agency supports the Fellows. Fresno EOC operates over 35 programs that include workforce development services, two charter schools, apprenticeship and training programs with strong placement rates, a health services clinic, housing and homelessness assistance, community food and diaper distributions, energy assistance, Women, Infants, and Children (WIC), Head Start 0-5, the Adolescent Family Life Program (AFLP). Fellows will be referred to all available Fresno EOC programs as well as other responsive community services. Notably, an NCA does not simply give a Fellow the contact information and instruct them to report to that program location. Instead, the NCA will attend the first few meetings of the class or services with the Fellow in order to provide onsite support. Importantly, the NCA will observe the class content, the instructor’s interaction, and the Fellow’s participation in the programming. Prior to enrolling, Fellows have not typically attended community-based services other than school on their own, and this navigation support helps increase their comfort level and allows the NCA and Fellow to mutually determine if the programming is a good fit.</p>	<p>Psychosocial 5: Increased Feeling of Basic Needs Being Met Health 1: Improved Mental Health Health 2: Improved Physical Health</p>	<p># of referrals made Types of Referrals Referrals completed Resources attained: food, therapy, public assistance, etc. Appointment types attended (court, DMV, etc)</p>

<p>Elders Circles - Intergenerational Mentoring: The Elders Circle represents a powerful addition to the daily mentoring NCAs and program staff provide to Fellows. A group of elder male volunteers (“elders”) are recruited and trained to provide intergenerational mentorship to Fellows. Elders are respected in the community and bring a wide range of expertise including finance, psychology, and philanthropy to the Fellows network. Within the Fellowship structure, the elders meet with Fellows and local AP staff twice a month for a two hour meeting called “The Elders Circle.” After developing trust with participants, elders provide Fellows with individualized job-search assistance and guidance on topics such as family dynamics and family relationships. Local program staff also benefit from this intergenerational mentorship opportunity.</p>	<p>Psychosocial 4: Feeling Better Able to Make Positive Life Choices Skills/Knowledge 2: Improved Conflict Resolution/Anger Management/Violence Avoidance/ Social Emotional Skills</p>	<p>Meeting Summary or Agenda Attendance</p>
<p>Internship, Career Path Programs and Educational Opportunities: To guide placement, local staff work individually with a Fellow to determine the work that interests him and the skills he would like to gain or improve, then facilitate a match with an interested employer or educational program.</p>	<p>Employment 1: Found Employment Employment 2: Retained Job/Promoted Employment 3: Increased Earnings Skills/Knowledge 4: Improved Work/Career Readiness K-12 Education 1: Enrollment/Credit Completion K-12 Education 2: Diploma/GED Completion K-12 Education 3: Improved Attendance K-12 Education 4: Reduced Disciplinary Actions</p>	<p>Paystub Certifications Work Experience Skills gained Attendance</p>

Is this a new program?		No
If yes, please describe how you will ensure success:		
If no, please describe: 1) The number of years the program has been implemented 2) The number of people who have been served in the last three years 3) Outcomes/accomplishments as a result of the program		1) The number of years the program has been implemented - Advance Peace Fresno was implemented in 2020. 2) The number of people who have been served in the last three years - Since its inception, Advance Peace Fresno has served 17 men through the first cohort of its Peacekeeper Fellowship Program, with another 25 men currently in the process of joining the second cohort of the program. 3) Outcomes/accomplishments as a result of the program - Preliminary evaluation already shows an 11% reduction in gun homicides in Southwest Fresno with a 35% reduction specifically among African American gun homicide victims.
Budget Summary		Total
Salaries and Benefits		\$234,751
Services and Supplies for Program		\$140,249
Indirect Costs - Administrative		\$0
Grand Total:		\$375,000

REPORTING SCHEDULE

Expenditure report and substantiating documentation are due on the 15th of the month following the end of each quarter.

Deadlines:

October 15: Reporting due for July-September

January 15: Reporting due for October-December

April 15: Reporting due for January - March

July 15: Reporting due for April - June

EXHIBIT B

Insurance Requirements

(a) Throughout the life of this Agreement, GRANTEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. If the GRANTEE is self-insured, the following requirements will outline the responsibility of the self-insured coverage. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, GRANTEE fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to GRANTEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve GRANTEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by GRANTEE shall not be deemed to release or diminish the liability of GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and STATE by GRANTEE shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of GRANTEE, vendors, suppliers, invitees, consultants, medical professionals, subcontractors, consultants, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations

under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

4. Professional Liability (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

GRANTEE shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
 - (i) \$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS’ COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER’S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **Professional Liability** (Abuse & Molestation):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event GRANTEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and STATE and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

GRANTEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and GRANTEE shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY and STATE or any of their officers, officials, employees, agents and volunteers; or
- (ii) GRANTEE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice has been given to CITY, except ten days for nonpayment of premium. GRANTEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, GRANTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, GRANTEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. GRANTEE shall establish additional insured status for the CITY and STATE for all

ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsements providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the GRANTEE'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If GRANTEE maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by GRANTEE.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the GRANTEE'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work

or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by GRANTEE, GRANTEE must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - GRANTEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received by CITY's Risk Manager within a reasonable time after execution of this agreement. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, GRANTEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of GRANTEE shall also be required to provide all documents noted herein.

SUBCONTRACTORS - If GRANTEE subcontracts any or all of the services to be performed under this Agreement, GRANTEE shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, GRANTEE will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.

DocuSigned by:
Emilia Reyes
 Signature

5/16/2024
 Date

Emilia Reyes
 (Name)

Fresno Economic Opportunities Commission
 (Company)

1920 Mariposa Street
 (Address)

1920 Mariposa Street
 (City, State Zip)

EXHIBIT D

Disclosure of Project Funding

The contractor is to disclose whether it has (or is proposed as a sub-recipient under) any pending applications for funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation, and (2) would cover any identical cost items outlined in the budget submitted to City of Fresno as part of the application under this solicitation. The contractor is to disclose applications made directly to awarding agencies, and also applications for subawards funds (e.g., applications to Private Foundations, State agencies that will subaward (“subgrant”) federal funds.

The City seeks this information to help avoid any inappropriate duplication of funding and scope of work. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged though supplanting is not permitted.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted for the program:

1. The Funding Agency Solicitation Name
2. The Point of contact information for the applicable funding agency
3. The Project/Program name
4. Award/Applicant Amount & term

Funding Agency Solicitation Name	Funder Point of Contact	Funder Phone/Email	Project/Program Name	Award #	Award/Applicant Amount & Term
<i>Office of Community Oriented Policing Services (COPS) COPS Hiring Program</i>	<i>Jane Doe</i>	<i>(559)000-0000; jane.doe@usdoj.gov</i>	<i>Office of Neighborhood Safety & Community Engagement- Tattoo Removal Program</i>		<i>\$1,000,000 (1/1/22-12/31/22)</i>

*If applicable please attach complementary funders itemized budget.