

**GRANT AGREEMENT BETWEEN
THE CITY OF FRESNO AND THE MADDY INSTITUTE REGARDING FUNDING
UNDER THE AMERICAN RESCUE PLAN ACT FOR PROGRAM OPERATIONS**

THIS GRANT AGREEMENT (Agreement) is made and entered into effective upon execution by both parties (the Effective Date), by and between the CITY OF FRESNO (the City), and THE KENNETH L. MADDY INSTITUTE (Grantee), to provide funding for program operations.

RECITALS

WHEREAS, there is an increased need for funding to bring the once thriving legislative scholarship program through The Kenneth L. Maddy Institute back to provide adequate resources for this program; and

WHEREAS, the City desires to provide funds to assist Grantee in providing resources to support program operations and the organization's mission to engage college students and support the next generations of public leaders; and

WHEREAS, Grantee represents it desires to and is professionally and legally capable of immediately providing program services and recruitment to enhance the current capabilities of this program; and

WHEREAS, Grantee acknowledges that grant funds being provided under this Agreement will be derived from the City's allocation under the American Rescue Plan Act (Pub.L. 117-2) (hereinafter "ARPA"), and is subject to any constraints set forth therein including but not limited to, the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Final Rule (31 CFR Part 35); and

WHEREAS, this Agreement will be administered for the City by its City Manager or its 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. The City shall provide Grantee the amount of \$150,000 for the services described in **Exhibit A**. One-half of the grant amount shall be distributed once the contract is fully executed, with the other half being distributed after successful completion of a performance review.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through December 31, 2025, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

4. Amendment to Increase or Decrease Scope of Services: The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to Grantee's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Grantee shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

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) 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 this Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of this 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.

6. Confidential Information and Ownership of Documents.

(a) Unless required by law, 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. 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.

(b) 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 this Agreement. Copies of grant applications and supporting documents shall be promptly provided to the 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.

(c) 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.

(d) 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 the 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 the 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 the 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 the City or any of its officers, officials, employees, agents or volunteers.

If Grantee should subcontract all or any portion of the work to be performed under this Agreement, Grantee shall require each subcontractor to indemnify, hold harmless and defend the 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 ARPA. 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 and compliance with ARPA.

This section 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.

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. ARPA Compliance and Certification. Grantee shall submit only those expenditures which are eligible for payment and in compliance with the allowable expenditures, including the following eligibility requirements:

Grantee shall provide the City with quarterly expenditure and performance reports, as defined in the Final Rule and Treasury Department's SLFRF Compliance and Reporting Guidance (CRG). Grantee shall also provide an annual report as required under the CRG. These reports shall be in a form specified under the CRG and shall be accompanied by invoices and receipts that substantiate the figures on the expenditure report. Additionally, a certification signed by the Chief Executive or designee of Grantee certifying that the uses of the grant funds are consistent with those allowed under ARPA, shall be included with the expenditure report and substantiating documentation. As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual

gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. If the Grantee is already disclosing this information as part of another agreement involving Federal monies, Grantee shall provide documentation to the City that it is fulfilling this requirement. Grantee's failure to provide a Certification or provide either the quarterly or annual expenditure/performance reports may be considered a default of this Agreement under Section 5 of this Agreement. If Grantee is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure, the City shall have the right to reclaim a dollar amount from the Grantee that is equal to the amount determined to be ineligible.

12. 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.

(b) The City is required under 2 CFR 200.332 to manage and monitor subrecipient compliance with ARPA guidance. Accordingly, Grantee agrees to permit City staff to conduct one performance review during the term of this Agreement. The 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. 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 three 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. Grantee shall furthermore comply with all funding requirements as set forth in ARPA. If Grantee fails to provide City staff access or documentation necessary to conduct a City-requested performance review, the City may terminate this Agreement in accordance with Section 5.

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(b) shall survive expiration or termination of this Agreement.

(c) 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.

(d) Prior to execution of this Agreement by the City, Grantee will permit City staff to conduct a subrecipient risk assessment, as required under the Uniform Guidance (2 CFR 200.332(b)). Failure to allow City staff to conduct this subrecipient risk assessment may result in the City terminating this Agreement in accordance with Section 5. Additionally, the Grantee's failure to be certified by City staff at the end of the risk assessment as having adequate internal controls to manage the funding provided in this Agreement may result in the City terminating this Agreement in accordance with Section 5.

13. Nondiscrimination. 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:

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(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 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.

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. In addition, Grantor elects to receive funds from the Secretary under ARPA and will use the funds in a manner consistent with such section.

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

The Kenneth L. Maddy Institute,
a California nonprofit corporation

By: _____
Georgeanne A. White Date
City Manager

DocuSigned by:
By: Melissa Frank
C39CE5C66B474DA...
Name: Melissa Frank

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney
Signed by:
By: Angela M. Karst 8/19/2024
0A8F88F889DD447...
Angela M. Karst Date
Senior Deputy City Attorney

Title: Board Chair
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)
Signed by:
By: [Signature]
AEA7A3F3B5E6439...
Name: Saúl Jiménez-Sandoval

ATTEST:
TODD STERMER, CMC
City Clerk

Title: President, CSU, Fresno
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy Date

Reviewed by: Blake Zante, Executive Director

Signed by:
Blake Zante 8/16/2024
0E89773EE675491...

Addresses:
CITY:
City of Fresno
Attention: Courtney Espinoza
Business Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-7008
FAX: (559) 457-1541

The Kenneth L. Maddy Institute
Attention: Blake Zante, Executive
Director
4910 N. Chestnut Ave. OF 123
Fresno, CA 93726
Phone: (559) 903-2548

- Attachments:
- 1. Exhibit A - Scope of Work, Budget and Metrics
 - 2. Exhibit B - Insurance Requirements
 - 3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

Scope of Work, Budget and Metrics

Executive Summary

Established by a unanimous vote of the California Legislature in 1999, The Kenneth L. Maddy Institute (The Maddy Institute) is a nonpartisan institute with the following objectives: 1) Inspire the next generation of leaders; 2) Increase citizen participation; 3) Provide nonpartisan policy analysis.

For nearly 25 years, The Maddy Institute has inspired the next generation of leaders through its legislative internship program. Undergraduate and graduate students interested in public service and policy receive a scholarship for completing an internship with a government office or elected official.

During the COVID-19 pandemic, The Maddy Institute (like many nonprofits) experienced financial and programmatic setbacks that impacted its core mission and role in the community. Internships were terminated early or became virtual and significantly reduced the quality of the students' experiences. The Maddy Institute's four-university partnership (Fresno State, UC Merced, CSU Stanislaus, and CSU Bakersfield), established in 2019, struggled to launch as in-person events and meetings could not be held to foster a presence on each campus. Overall, opportunities for students suffered. Applicants at the other university campuses (particularly at CSU Stanislaus and CSU Bakersfield) are significantly lower. Additionally, The Maddy Institute was never able to refresh its promotional and branding materials for the internship program and other programs. Funding from this grant will help The Maddy Institute's legislative internship program reach the potential, increase campus presence throughout the four universities, and refresh branding material, all of which suffered or stalled under the COVID-19 pandemic.

Services Description

The Maddy Institute's legislative internship program equips students with the tools to learn about the policymaking process through an enriching experience working for an elected official at the local, state, or federal levels. Students must be enrolled in a college/university, have a 3.0 GPA, and enroll in an internship course to receive credit for their 150 hours of service. Upon completion, Maddy legislative scholars receive a \$2,400 scholarship for their internship. The program will allocate a total of \$76,800 in scholarships (32 scholarships at \$2,400) to help The Maddy Institute provide opportunities for students.

In order to assist with reporting and compliance for the program, The Maddy Institute will need to hire a program assistant to help oversee its legislative internship program. This position will also be tasked with spending time in the field recruiting student applicants, developing promotional and marketing strategies, and presenting to student groups/career fairs on each campus. During the COVID-19 pandemic, student applicants dramatically suffered and never recovered on the campuses of CSU Bakersfield and CSU

Stanislaus. For example, in the Fall 2024, The Maddy Institute had only 2 applicants from CSU Bakersfield and 3 applicants for CSU Stanislaus. Comparatively, Fresno State had 14 applicants and UC Merced had 17 applicants. The cost of this position will be \$62,000 for salary and benefits.

The Maddy Institute will also need to create new promotional materials. In Fall 2019, Fresno State, UC Merced, CSU Stanislaus, and CSU Bakersfield signed an MOU with The Maddy Institute creating the four-university consortium. During the COVID-19 pandemic in 2020, the consortium suffered and never reached its maximum potential (as referenced earlier with the legislative internship program). A total of \$10,000 is budgeted for new promotional and marketing materials to help The Maddy Institute promote its program on each university campus.

Additionally, \$1,200 has been allocated for computer equipment for the new program assistant.

Goals and Objectives

- Award 32 internships to students interested in public policy at the local level of government, or with organizations involved in public policy.
- Hire new program assistant to manage and oversee the legislative internship program and assist with grant compliance/reporting.
- Increase campus presence across the four universities by participating in career fairs, campus visits, building relationships with faculty (i.e., political science or social studies faculty), and assisting with campus events in conjunction with The Maddy Institute.
- Update and purchase new promotional materials to help The Maddy Institute promote its programs across the four universities.

Program/Project Milestones and Timeline

Below is a broad overview of our internship program timeline. A more detailed/technical timeline can be provided upon request:

- Begin program and open Spring 2025 internship applications (September 2024)
- Applications close for Spring 2025. Begin hiring process for program assistant (October 2024)
- Hire program assistant. Begin interview and selection process for Spring 2025 interns (November 2024)
- Open applications for Summer 2025 legislative internship program (November 2024)
- Notify Spring 2025 interns of placements (December 2024)
- Begin interview and selection process for Summer 2025 interns (January 2025)
- Internship orientation for Spring 2025 interns (January 2025)

- Spring 2025 students begin legislative internship program (January 2025 – April 2025)
- Spring 2025 students conclude program (April 2025)
- Summer 2025 students begin legislative internship program (May 2025 – August 2025)
- Summer 2025 students conclude legislative internship program (August 2025)

Program/Project Metrics

Program Assistant: In addition to assisting with the program, the program assistant will need to do the following:

- Visit each of the four campuses once per quarter.
- Participate in two career fairs at each campus during the fiscal year.
- Coordinate University Partner and Faculty Fellow meetings, which occur monthly and are convened by The Maddy Institute with each university campus.
- Secure at least 10 applicants from CSU Stanislaus and CSU Bakersfield (both Spring and Summer)
- Secure at least 15 applicants from UC Merced and Fresno State (both Spring and Summer)

Internship Program:

- Award 32 scholarships to students, prioritizing students at CSU Stanislaus and CSU Bakersfield.
- Place students in local legislative offices at the local, state, and federal levels (or with an agency/policy organization).

Marketing and Promotional Materials:

- Purchase newly branded materials for program assistant to utilize at career fairs, tabling events, classroom presentations, etc.

Budget

Organization Name: The Kenneth L. Maddy Institute						
Expenditure Category: 2.10 Aid to Nonprofit Organizations						
(pick from list of expenditure categories tab)						
ARPA for Community Based Organizations						
BUDGET						
				CALCULATED TOTAL:	\$ 150,000.00	\$ -
					\$ -	-
COST CATEGORY	COST DESCRIPTION	COST PER UNIT/HRS (\$)	UNITS	TOTAL REQUESTED GRANT FUNDS	TOTAL LEVERAGE	TOTAL PROJECT COST
Operations	Technology	\$ 1,200.00	1	1,200.00	-	-
Operations	Materials	\$ 10,000.00	1	10,000.00	-	-
Direct Services	Scholarships	\$ 2,400.00	32	76,800.00	-	-
Personnel	Program Assistant	\$ 62,000.00	1	62,000.00	-	-
				-	-	-
See the cost categories on Budget Narrative Tab for which cost categories to use.						
Leverage is not required, however there is an opportunity to add Organization leverage to the program						

Budget Narrative

Organization Name: The Kenneth L. Maddy Institute				
Expenditure Category: 2.10 Aid to Nonprofit Organizations <i>(pick from list of expenditure categories tab)</i>				
ARPA for Community Based Organizations				
Budget Narrative				
Cost Category: Personnel Costs (not associated with Administrative expenses)				
Type/Title	Description	Time Period	Cost Breakdown	Cost
Program Assistant	Will assist Program Coordinator with compiling reports, metrics, drafting communications, and managing the program grant. Additionally, the program assistant will spend time in the field to recruit internship applicants, visit the university campuses, and strengthen the university partnership between the campuses involved with The Maddy Institute. The cost includes salary and benefits for this position.	Throughout the Program	1 FTE @ \$62,000 X 1 year	62,000.00
Personnel Total:				62,000.00
Cost Category: Operations				
Outreach Type	Description	Time Period	Cost Breakdown	Cost
Materials	Promotional materials for internship program including, but not limited to, brochures, table cloths, backdrops, pens, padfolios, Maddy Institute polos, and alumni pins.	Throughout the Program		\$10,000
Technology	Computer equipment for Program Assistant.	Throughout the Program		1,200.00
Operations Total				\$11,200
Cost Category: Capital Improvements				
Service Type	Description	Time Period	Cost Breakdown	Cost
				Capital
				-
Cost Category: Direct Services				
Service Type	Description	Time Period	Cost Breakdown	Cost
Scholarships	The Maddy Institute provides scholarships to students who participate in the legislative internship program. Students must complete 150 hours of service and be enrolled in an internship course at an educational institution.	Throughout the Program	32 interns @ \$2,400 X 1 year	\$76,800
Direct Services Total:				\$76,800
Cost Category: Administration				
Type/Title	Description	Time Period	Cost Breakdown	Cost
				Administration Total:
				-
				Total Grant Amount: 150,000.00

Reporting Schedule

Please see the following reporting deadlines that are required by this grant. All reports will be due on the dates below to the City of Fresno Grants Management Unit.

Quarterly Report – will be required on the dates listed below and will include required narrative, program metrics and expenses to date. A quarterly reporting template will be provided. Quarterly reporting will be required if project is operational during the performance period.

Annual Report – will be required on the date below and is not dependent on when your project started. An annual reporting template will be provided. Annual reporting will be required if project is operational during the performance period.

Performance Period	Quarterly Report Due
Grant Execution – 9/30/2024	10/11/2024
10/1/2024 – 12/31/2024	1/8/2024
1/1/2025 – 3/31/2025	4/11/2025
4/1/2025 – 6/30/2025	7/11/2025

Performance Period	Annual Report Due
7/1/2024 – 6/30/2025	7/11/2025

EXHIBIT B **Insurance Requirements**

(a) Throughout the life of the 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 the 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 the Agreement. No action taken by CITY pursuant to this section shall in any way relieve GRANTEE of its responsibilities under the 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 the 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.

MINIMUM SCOPE OF INSURANCE

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 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, or any party the GRANTEE subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its 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:

\$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, its 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.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. GRANTEE shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of GRANTEE'S insurance and shall not contribute with it. GRANTEE shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

All policies of insurance are to contain, or be endorsed to contain the following provisions:

1. GRANTEE and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.
2. Coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. 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 (15) calendar days prior to the expiration date of the expiring policy.

3. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits. 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.

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 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, its principals, officers, agents, employees, persons under the supervision of GRANTEE, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

GRANTEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. 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.

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: N/A

Signed by: _____

OE89773EE675491...
 Signature _____

8/16/2024

 Date

Blake Zante

 (Name)

Blake Zante

 (Company)

The Kenneth L. Maddy Institute

 (Address)

4910 N. Chestnut Avenue, Fresno, CA 93726

Additional page(s) attached.