

**GRANT AGREEMENT BETWEEN
THE CITY OF FRESNO AND THE CENTRAL VALLEY HONOR FLIGHT 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 CENTRAL VALLEY HONOR FLIGHT (Grantee), to provide funding for program operations.

RECITALS

WHEREAS, there is an increased need for funding to support our nation's veterans the appreciation and honor they deserve by providing adequate resources for 70 veterans and their assigned guardians to visit their military memorials and other sites in the Washinton DC area; and

WHEREAS, the City desires to provide funds to assist Grantee in providing resources to support the program and our veterans by providing this significant opportunity; and

WHEREAS, Grantee represents it desires to and is professionally and legally capable of immediately organizing a Central Valley Honor Flight Trip to augment their 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 \$100,000 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, 2024, 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) 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 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 Grantee 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 Central Valley Honor Flight
a California nonprofit corporation

By: _____
Georgeanne A. White Date
City Manager

DocuSigned by:
By: Paul Loeffler
B878E0E633434BA...
Name: Paul Loeffler

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Board President
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

Signed by:
By: Tricia Herrera 9/4/2024
0D60E4AD28E0400...
Tricia Herrera Date
Deputy City Attorney

Signed by:
By: Peter Mersino
54BED01E83A94DD...
Name: Peter Mersino

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

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 Central Valley Honor Flight
Attention: Peter Mersino, Treasurer
1588 Shaw Avenue
Clovis, CA 93611
mersinocpa@sbcglobal.net

- 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

Central Valley Honor Flight has the enormous privilege of showing our nation's veterans the appreciation and honor they deserve. Participation in an Honor Flight mission allows veterans to share this momentous occasion with other comrades, remember the fallen, and share their stories and experiences with other veterans. Honored veterans always travel free of charge, thanks to generous donations to our organization. The National Park Service states that the Vietnam Memorial is the most-visited memorial on the National Mall in Washington, attracting more than 5 million people annually. By the end of 2024, Central Valley Honor Flight will have taken more than 2,000 local veterans on this trip of a lifetime, but many more have never had the chance to visit their memorials. More than 450 Vietnam veterans are currently on the CVHF waiting list – they have submitted applications and are waiting for their turn. We are committed to continuing the mission until every eligible veteran has had the opportunity to experience this trip of a lifetime.

Services Description

The Central Valley chapter of the Honor Flight Network annually takes more than 200 veterans to visit Washington, DC. Each mission consists of a flight, a two-night stay, and a visit to the nation's capitol for 70 honored veterans, in addition to their assigned guardians, and support staff. The trip focuses on visiting their military memorials and other sites in Washington, DC. Missions begin with a meet and greet for veterans, followed by the flight, local American Legion Post BBQ dinner, a visit to the US Capitol, WWII Memorial, Navy Memorial (Lone Sailor), US Marine Memorial (Iwo Jima), Air Force Memorial, and the National Museum of the US Army, followed by a banquet dinner. The Vietnam War & Korean War Veterans Memorials allow time for reflection, as well as the chance to witness the changing of the guard at Arlington National Cemetery's Tomb of the Unknown Soldier. As many veterans are older and have specific needs, we have medical professionals who volunteer to come along, diligently monitoring the health and safety of our "precious cargo." Each veteran is assigned a "guardian" to care for their every need during the sentimental journey. A guardian may be required to push a wheelchair or be on hand to help find their way. Our volunteer team provides all logistics management for the trip, including transportation in the city, hotels, and meals. We offer a helping hand, listening ear, and open heart throughout the journey for veterans who, in many cases, were not welcomed home when they returned from war, but will always be deserving of our gratitude for their service.

Funding during COVID

Donations during COVID pandemic significantly decreased. Generally, we receive donations for three or four Washington DC trips per year totaling \$460,000 and \$698,000

for 2022 and 2023, respectively. However, during the pandemic we received only \$88,000 and \$96,000 for 2020 and 2021, respectively. More importantly, because a moratorium was placed on Honor Flights during the pandemic, and we were unable to take veterans for two years, more than 25 veterans on our waiting list passed away before they could make the trip, and every other veteran's opportunity to go was subsequently delayed.

Goals and Objectives

Central Valley Honor Flight's goals for our program include:

- Honoring veterans' service
- Supporting veterans and their family members as they visit memorials
- Ensuring the opportunity comes at no cost to the veteran
- Educating younger generations
- Uniting our diverse community around the cause of supporting our veterans

Our evaluations include attendance at the airport and results from surveys distributed after the trip. Additionally, our volunteer team interviews veterans upon their return home to document their impressions of the trip. All this information is shared with our Central Valley Honor Flight volunteer team.

Program/Project Milestones and Timeline

Provide a safe environment departing 9/16/24 from Fresno Yosemite Airport, throughout their whirlwind tour of our nation's capitol, and upon returning to Fresno Yosemite Airport 9/18/24 with a welcome home beyond anything the veterans have ever experienced.

Program/Project Metrics

Provide logistics for 70 veterans to participate in a Central Valley Honor Flight trip. Logistics include medical care, transportation, accommodations, food, and apparel. To facilitate and coordinate the trip, each trip consists of a Trip Leader and 3 Bus Captains. The Medical Team consists of one doctor and three nurses. Prior to the trip, each veteran is pre-evaluated for medical and prescription requirements. One nurse is assigned to each bus and is responsible for the veterans on that bus. Each bus also has a safety officer to help safely load and unload veterans from the bus, including wheel chair veteran assistance. In addition, safety officers make sure veterans are hydrated and areas are sanitize as needed. The Logistic Team consists of 3 volunteers for support that is crucial in transitioning from place to place including parking, guarded crosswalks, restroom cleaning, loading and unloading baggage, supplies and replenishing supplies and medications as needed.

Budget

| | | | | | | |
|---|---------------------------------|------------------------|-------|-----------------------------|----------------|--------------------|
| Organization Name: Central Valley Honor Flight | | | | | | |
| Expenditure Category: 2.34 Assistance to Impacted Nonprofit Organizations | | | | | | |
| (pick from list of expenditure categories tab) | | | | | | |
| ARPA for Community Based Organizations | | | | | | |
| | | | | | | |
| BUDGET | | | | | | |
| CALCULATED TOTAL: | | | | \$ 100,000.00 | \$ 129,082.00 | \$ 229,082.00 |
| COST CATEGORY | COST DESCRIPTION | COST PER UNIT/HRS (\$) | UNITS | TOTAL REQUESTED GRANT FUNDS | TOTAL LEVERAGE | TOTAL PROJECT COST |
| [ex. Personnel] | | \$ - | 1 | - | | - |
| Direct Services | Flights | \$ 735.84 | 70 | 51,509.00 | 69,905.00 | 121,414.00 |
| Direct Services | Hotel Rooms | \$ 229.00 | 70 | 16,030.00 | 23,358.00 | 39,388.00 |
| Direct Services | Meals & Snacks for Participants | \$ 116.57 | 70 | 8,160.00 | 11,556.00 | 19,716.00 |
| Direct Services | Ground Transportation | \$ 83.13 | 70 | 5,819.00 | 8,796.00 | 14,615.00 |
| Direct Services | CVHF Operational Costs/Training | \$ 13.54 | 70 | 948.00 | 3,056.00 | 4,004.00 |
| Direct Services | Insurance Cost | \$ 12.45 | 70 | 872.00 | 208.00 | 1,080.00 |
| Direct Services | Event Merchandise/Supplies | \$ 90.76 | 70 | 6,353.00 | 6,247.00 | 12,600.00 |
| Direct Services | Support Teams | \$ 1,161.81 | 14 | 10,309.00 | 5,956.00 | 16,265.00 |

Budget Narrative

| | | | | |
|---|---|-----------------|--|------------|
| Organization Name: Central Valley Honor Flight | | | | |
| Expenditure Category: 2.34 Assistance to Impacted Nonprofit Organizations | | | | |
| (pick from list of expenditure categories tab) | | | | |
| ARPA for Community Based Organizations | | | | |
| | | | | |
| Budget Narrative | | | | |
| | | | | |
| Cost Category: Direct Services | | | | |
| Service Type | Description | Time Period | Cost Breakdown | Cost |
| Flights | Allegiant charter flight | 9/16/24-9/18/24 | \$736 aver cost per person flight | 51,509.00 |
| Hotel Rooms | Hilton Arlington National Landing | 9/16/24-9/18/24 | \$229 room for 2 nights | 16,030.00 |
| Meals & Snacks for Participants | Lunch, dinner and snacks for 3 days | 9/16/24-9/18/24 | Average cost per lunch \$13, per dinner \$29 | 8,160.00 |
| Ground Transportation | Atlantic Coast Charters | 9/16/24-9/18/24 | \$83.13 average charter per person | 5,819.00 |
| CVHF Operational Costs/Training | Supplies, wheel chair storage, send off cost | 9/16/24-9/18/24 | \$13.54 per person | 948.00 |
| Insurance Costs | General & Medical Liability | 9/16/24-9/18/24 | \$12.45 per person | 872.00 |
| Event Merchandise/Supplies | Apparel & safety training | 9/16/24-9/18/24 | \$90.76 per person | 6,353.00 |
| Support Teams | Support Teams travel costs include: (4) Medical ,(3) Safety, (1) Trip Leader & (3) Bus Leaders, (3) Logistics | 9/16/24-9/18/24 | Flight, hotel, meals & bus transportation aver cost \$1,162. | 10,309.00 |
| | | | Direct Services Total: | 100,000.00 |
| | | | | |
| | | | Total Grant Amount: | 100,000.00 |

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 |

| 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 checked="" type="checkbox"/> | <input 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: Board of Directors member provides Public Maintenance services for City of Fresno

Signature

9/3/2024

Date

Peter Mersino

(Name)

Central Valley Honor Flight

(Company)

1588 Shaw Ave

(Address)

Clovis, CA 93611

(City, State Zip)

☐ Additional page(s) attached.