

Regular Council Meeting
August 18, 2022

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CITY OF FRESNO
CITY CLERK'S OFFICE

FRESNO CITY COUNCIL



Supplemental Packet

ITEM(S)

1-O File ID 22-1327

Actions pertaining to acceptance of State of California funds allocated to the City of Fresno as pass-through entity to be distributed to local non-profits pursuant to AB 178:

1. *** RESOLUTION - Accepting \$7 million in state funds to the City of Fresno, as pass-through entity for Arte Americas; Accepting \$1.5 million in state funds to the City of Fresno, as pass-through entity for Neighborhood Industries; and accepting \$1 million in state funds to the City of Fresno, as pass-through entity for Planned Parenthood Mar Monte (Subject to Mayor's veto)
2. ***RESOLUTION - Adopting the 5th Amendment to the Annual Appropriation Resolution (AAR) No. 2022-154 to appropriate \$7 million from the State of California to the City of Fresno as pass-through entity, which funds are earmarked for local non-profit Arte Americas (Requires 5 votes)(Subject to Mayor's veto)
3. ***RESOLUTION - Adopting the 6th Amendment to the Annual Appropriation Resolution (AAR) No. 2022-154 to appropriate \$1.5 million from the State of California to the City of Fresno as pass-through entity, which funds are earmarked for local non-profit Neighborhood Industries (Requires 5 votes)(Subject to Mayor's veto)
4. ***RESOLUTION - Adopting the 7th Amendment to the Annual Appropriation Resolution (AAR) No. 2022-154 to appropriate \$1 million from the State of California to the City of Fresno as pass-through entity, which funds are earmarked for local non-profit Planned Parenthood Mar Monte (Requires 5 votes)(Subject to Mayor's veto)
5. Approve subrecipient agreement between the City as grantor and Arte Americas for \$7 million

6. Approve subrecipient agreement between the City as grantor and Neighborhood Industries for \$1.5 million
7. Approve subrecipient agreement between the City as grantor and Planned Parenthood Mar Monte for \$1 million

Contents of Supplement:

RESOLUTION - Accepting \$7 million in state funds to the City of Fresno;
RESOLUTION - Adopting the 5th Amendment to the Annual Appropriation Resolution; RESOLUTION - Adopting the 6th Amendment to the Annual Appropriation Resolution; RESOLUTION - Adopting the 7th Amendment to the Annual Appropriation Resolution; Agreement with Arte Americas; Agreement with Neighborhood Industries, and; Agreement with Planned Parenthood Mar Monte

Item(s)

Supplemental Information:

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

Americans with Disabilities Act (ADA):

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

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
FRESNO, CALIFORNIA AUTHORIZING THE
ACCEPTANCE OF STATE FUNDING TO THE CITY AS A
PASS-THROUGH ENTITY FOR THREE LOCAL NON-
PROFIT ORGANIZATIONS

WHEREAS, pursuant to California Assembly Bill 178 (AB 178), the State of California is providing funding to the City of Fresno (City) as a pass-through entity, to be distributed to three local non-profit organizations; and

WHEREAS, pursuant to AB 178 Section 19.56.(k)(10), \$1,500,000 of the state funding will be distributed to Neighborhood Industries to purchase and renovate their headquarters; and

WHEREAS, pursuant to AB 178 Section 19.56.(h)(20), \$1,000,000 of the state funding will be distributed to Planned Parenthood Mar Monte for reproductive health for the Central Valley and for health center renovations; and

WHEREAS, pursuant to AB 178 Section 19.56.(e)(3)(C), \$7,000,000 of the state funding will be distributed to Arte Americas to support and expand the cultural arts and their associated facilities in the City of Fresno, supporting the city in preservation, operation, and maintenance costs; and

WHEREAS, the City desires to accept state funds in the total amount of \$9,500,000 to be distributed to Neighborhood Industries, Planned Parenthood Mar Monte, and Arte Americas; and

Date Adopted:
Date Approved:
Effective Date:
City Attorney Approval: _____

Resolution No.

WHEREAS, the funds shall be distributed as follows: \$7,000,000 to Arte Americas, \$1,000,000 to Planned Parenthood Mar Monte, and \$1,500,000 to Neighborhood Industries.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno:

1. Council approves acceptance of the funds from the State of California.
2. City certifies it has reviewed, understands and, to the extent consistent with all Constitutional and local law requirements and this resolution, agrees to the provisions contained in the award guidelines for said funding.
3. Council hereby authorizes and directs the City Manager, or designee, to enter into agreements with Arte Americas, Planned Parenthood Mar Monte, and Neighborhood Industries to receive and use state funding for the specific purposes delineated in AB 178.
4. The City Manager or designee is authorized and directed to take all actions, and sign all documents, necessary to effectuate this resolution.
5. This resolution shall be effective upon final approval.

* * * * *

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the _____ day of _____ 2022.

AYES :
NOES :
ABSENT :
ABSTAIN :

Mayor Approval: _____, 2022
Mayor Approval/No Return: _____, 2022
Mayor Veto: _____, 2022
Council Override Vote: _____, 2022

TODD STERMER, CMC
City Clerk

BY: _____

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

BY: _____
Pauline Brickey Date
Deputy City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 5th AMENDMENT TO THE ANNUAL
APPROPRIATION RESOLUTION NO. 2022-154 TO APPROPRIATE
\$7,000,000 TO PASS-THROUGH STATE FUNDING TO A LOCAL
NON-PROFIT ORGANIZATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2022-154 be and is hereby
amended as follows:

	<u>Increase/(Decrease)</u>
TO: GENERAL CITY PURPOSE DEPARTMENT	
AB 178-Artes Americas	\$ 7,000,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

AB 178-Artes Americas

PeopleSoft Revenues:

 Account: **33401** State-Grant

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Revenues:

Account String: **2000-2043-1100-060-433401-11-1-0000-0000-** \$ 7,000,000

Total Revenues \$ 7,000,000

PeopleSoft Appropriations:

 Account: **58004** Special Projects

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Appropriations:

Account String: **2000-2043-1100-060-658004-11-1-0000-0000-** \$ 7,000,000

Total Appropriations \$ 7,000,000

THAT the purpose is to appropriate \$7,000,000 to pass-through State funding to a local
non-profit organization.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2022

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2022
Mayor Approval/No Return: _____, 2022
Mayor Veto: _____, 2022
Council Override Veto: _____, 2022

TODD STERMER, CMC
City Clerk

BY: _____
Deputy

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 6th AMENDMENT TO THE ANNUAL
APPROPRIATION RESOLUTION NO. 2022-154 TO APPROPRIATE
\$1,500,000 TO PASS-THROUGH STATE FUNDING TO A LOCAL
NON-PROFIT ORGANIZATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2022-154 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: GENERAL CITY PURPOSE DEPARTMENT	
AB 178-Neighborhood Indust	\$ 1,500,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

AB 178-Neighborhood Indust

PeopleSoft Revenues:

 Account: **33401** State-Grant

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Revenues:

Account String: **2000-2044-1100-060-433401-11-1-0000-0000-** \$ 1,500,000

Total Revenues \$ 1,500,000

PeopleSoft Appropriations:

 Account: **58004** Special Projects

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Appropriations:

Account String: **2000-2044-1100-060-658004-11-1-0000-0000-** \$ 1,500,000

Total Appropriations \$ 1,500,000

THAT the purpose is to appropriate \$1,500,000 to pass-through State funding to a local non-profit organization.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2022

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2022
Mayor Approval/No Return: _____, 2022
Mayor Veto: _____, 2022
Council Override Veto: _____, 2022

TODD STERMER, CMC
City Clerk

BY: _____
Deputy

RESOLUTION NO. _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO
ADOPTING THE 7th AMENDMENT TO THE ANNUAL
APPROPRIATION RESOLUTION NO. 2022-154 TO APPROPRIATE
\$1,000,000 TO PASS-THROUGH STATE FUNDING TO A LOCAL
NON-PROFIT ORGANIZATION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO:

THAT PART III of the Annual Appropriation Resolution No. 2022-154 be and is hereby amended as follows:

	<u>Increase/(Decrease)</u>
TO: GENERAL CITY PURPOSE DEPARTMENT	
AB 178-Planned Parenthood	\$ 1,000,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

AB 178-Planned Parenthood

PeopleSoft Revenues:

 Account: **33401** State-Grant

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Revenues:

Account String: **2000-2045-1100-060-433401-11-1-0000-0000-** \$ 1,000,000

Total Revenues \$ 1,000,000

PeopleSoft Appropriations:

 Account: **58004** Special Projects

 Fund: **N/A**

 Org Unit: **200101**

Tyler Munis Appropriations:

Account String: **2000-2045-1100-060-658004-11-1-0000-0000-** \$ 1,000,000

Total Appropriations \$ 1,000,000

THAT the purpose is to appropriate \$1,000,000 to pass-through State funding to a local non-profit organization.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA }
COUNTY OF FRESNO } ss.
CITY OF FRESNO }

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the _____ Day of _____, 2022

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Approval: _____, 2022
Mayor Approval/No Return: _____, 2022
Mayor Veto: _____, 2022
Council Override Veto: _____, 2022

TODD STERMER, CMC
City Clerk

BY: _____
Deputy

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this ___ day of August, 2022, between Arte Americas, a California nonprofit corporation, (Grantee) and the City of Fresno, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(e)(3)(C), the State of California, California Arts Council awarded funding in the amount of \$7,000,000 (Grant Funds) to the City, which funds were earmarked for Grantee to support and expand the cultural arts and their associated facilities in the City of Fresno, supporting the city in preservation, operation, and maintenance costs.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. GRANT. City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: To Arte Americas for the expansion of cultural arts and associated facilities. Supporting the preservation, renovation, operation, and maintenance costs.

2. DISBURSEMENTS. The City shall fully disburse the Grant Funds to Grantee within 30 days after receipt of said funds from the State.

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

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

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, and/or rule.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to all requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Arte Americas
 1630 Van Ness Avenue
 Fresno, California 93721
 Attention: _____

City: City of Fresno
 Fresno City Hall
 2600 Fresno Street, Room 2084
 Fresno, California 93721
 Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any

responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FRESNO,
A California municipal corporation

GRANTEE:
ARTE AMERICAS,
a California nonprofit corporation

By: _____
Georgeanne White
City Manager

By: _____
Name:

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC, CEO, President, Vice President)

By: _____ Date
Pauline Brickey
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this ____ day of August, 2022, between Neighborhood Industries, a California nonprofit corporation, (Grantee) and the City of Fresno, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(k)(10), the State of California, Department of Finance awarded funding in the amount of \$1,500,000 (Grant Funds) to the City, which funds were earmarked for Grantee to purchase and renovate their headquarters.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. GRANT. City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: To purchase and renovate their headquarters and support their Pathways to Employment program.

2. DISBURSEMENTS. The City shall fully disburse the Grant Funds to Grantee within 30 days after receipt of said funds from the State.

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

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

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, and/or rule.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to all requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Neighborhood Industries
353 E. Olive Avenue
Fresno, California 93728
Attention: Anthony Amour

City: City of Fresno
Fresno City Hall
2600 Fresno Street, Room 2084
Fresno, California 93721
Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with

respect to the matters described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FRESNO,
A California municipal corporation

GRANTEE:
NEIGHBORHOOD INDUSTRIES,
a California nonprofit corporation

By: _____
Georgeanne White
City Manager

By: _____
Name:

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC, CEO, President,
Vice President)

By: _____ Date
Pauline Brickey
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this ___ day of August, 2022, between Planned Parenthood Mar Monte, a California nonprofit corporation, (Grantee) and the City of Fresno, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(h)(20), the State of California, Department of Health and Human Services, awarded funding in the amount of \$1,000,000 (Grant Funds) to the City, which funds were earmarked for Grantee for the purpose of Reproductive Health for the Central Valley and for health center renovations.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. GRANT. City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: Planned Parenthood Mar Monte health center needs a complete re-design for improved efficiency so access to reproductive and general health services can be maintained.

2. DISBURSEMENTS. The City shall fully disburse the Grant Funds to Grantee within 30 days after receipt of said funds from the State.

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

If Grantee should subcontract all or any portion of the work to be performed under this Agreement, Grantee shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and

volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, and/or rule.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to all requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Planned Parenthood Mar Monte
633 N. Van Ness Avenue
Fresno, California 93728
Attention: Socorro Santillan

City: City of Fresno
Fresno City Hall
2600 Fresno Street, Room 2084
Fresno, California 93721
Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a

grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FRESNO,
A California municipal corporation

GRANTEE:
PLANNED PARENTHOOD MAR MONTE,
a California nonprofit corporation

By: _____
Georgeanne White
City Manager

By: _____
Name:

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

Title: _____
(If corporation or LLC, CEO, President, Vice
President)

By: _____ Date
Pauline Brickey
Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date