

**GRANT AGREEMENT BETWEEN THE CITY OF FRESNO AND FRESNO POLICE  
ACTIVITIES LEAGUE REGARDING FUNDING FOR  
SPORTS AND LEADERSHIP ACADEMY PROGRAMMING**

THIS GRANT AGREEMENT (AGREEMENT) is made and entered into effective upon execution by both parties on \_\_\_\_\_ (the Effective Date), by and between the CITY OF FRESNO (the CITY), and FRESNO POLICE ACTIVITIES LEAGUE (GRANTEE), to provide funding for SPORTS AND LEADERSHIP ACADEMY PROGRAMMING.

**RECITALS**

WHEREAS, as a result of the COVID-19 pandemic there is an increased need for violence intervention and prevention services, and

WHEREAS, the City desires to provide funds to assist GRANTEE in providing SPORTS AND LEADERSHIP ACADEMY PROGRAMMING (PROJECT) as part of the City of Fresno Violence Intervention and Prevention Initiative; and

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

WHEREAS, GRANTEE acknowledges that a portion of these grant funds being provided under this Agreement will be derived from the City's allocation under the American Rescue Plan Act (Pub.L. 117-2) (hereinafter ARPA) and under the General Fund, and will be 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 Parks, After School, Recreation and Community Services (PARCS) Director or their designee.

**AGREEMENT**

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

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

2. **Grant Amount.** City shall provide GRANTEE the amount of \$75,000 for the services described in Exhibit A. Of this total, GRANTEE may request that up 25% of the total grant amount be provided as a one-time upfront payment to enable work to begin. The remaining funding shall be distributed on a reimbursement basis for eligible costs incurred as described in section 5.

(a) Reimbursement for Program Activities.

i. This award may include an upfront payment of up to \$18,750 to GRANTEE allow work to begin immediately. GRANTEE may exercise this option by submitting a request for upfront payment in writing to [PARCSContracts@Fresno.gov](mailto:PARCSContracts@Fresno.gov). An invoice template will be provided and will require supporting documentation for all eligible expenses.

ii. For the aforementioned services, CITY agrees to reimburse GRANTEE solely from allocated and available ARPA Program funds, General Fund or Both. Compensation for satisfactory performance of all services required or rendered pursuant to this agreement for eligible costs incurred by GRANTEE in pursuit hereof, shall be reimbursed in an amount not to exceed \$75,000, less upfront payment if exercised.

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

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

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

3. **Term of Agreement and Time for Performance.**

(a) This Agreement shall be effective for 12 months from the Effective Date through \_\_\_\_\_, 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**.

(b) The City may exercise the option to extend the agreement for an additional year at the sole discretion of the City Manager or their designee, but may not be extended beyond December 31, 2024, as ARPA requires funds to be incurred prior to that date. Any extensions to the term of the agreement must be made by written amendment to the Agreement signed by an authorized representative for each party.

4. **Project Amendments.**

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

(b) The written request to include:

- An explanation of the proposed scope change

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

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

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

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

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

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

#### **5. Termination, Remedies and Force Majeure**

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

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

(c) In the event of termination due to failure of GRANTEE to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this

Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the GRANTEE, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the GRANTEE, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(h) Upon the occurrence of an Event of Default, CITY shall give written notice to GRANTEE of the Event of Default by specifying (1) the nature of the event or

deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured.

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

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

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

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

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

(e) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 7.

(f) This Section 7 shall survive expiration or termination of this Agreement.

7. **Professional Skill.** It is further mutually understood and agreed by and between the parties hereto that inasmuch as GRANTEE represents to the City that GRANTEE and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the GRANTEE and any subcontractors to do and perform such services in a skillful manner and the GRANTEE agrees to thus perform the services and require the same of any

subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of GRANTEE or any subcontractors from said professional standards.

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

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

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

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

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

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

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

(b) GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of

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

(c) In performing the work or services to be provided hereunder, GRANTEE shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

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

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

(f) If GRANTEE should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, GRANTEE shall include the provisions of this Section 11 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 11 shall survive expiration or termination of this Agreement.

11. **ARPA Expenditure Compliance, Certification and Performance Reporting.**

(a) GRANTEE must meet all eligibility requirements with the CSLFRF final rule which can be found here: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>.

(b) GRANTEE shall submit only those expenditures which are eligible for payment and in compliance with the allowable expenditures, including the following eligibility requirements:

(c) 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).

(d) GRANTEE shall also provide an annual report as required under the CRG.

(e) 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 due on the 15th of the month following the end of each quarter (October 15, January 15, April 15, and July 15).

(f) 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% 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 6 of this agreement. If GRANTEE is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure, 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) 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 (EXHIBIT D) may result in the City terminating this Agreement in accordance with Section 6. 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 6.

(c) Any portion of the program funded with public funds shall not require participants to take part in any activity or exercise intended to advance or promote religion, in compliance with the Article I, Section 1 of the California Constitution.

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

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

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

(c) In addition, all books, documents, papers, and records of GRANTEE pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 14(b) shall survive expiration or termination of this Agreement.

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

(e) Prior to execution of this Agreement by the CITY, GRANTEE must disclose Program Funding Award & Pending Applications whether it has (or is proposed

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

(f) GRANTEE shall calculate, document and record the organization's program income, if applicable. Federal Uniform guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Recipients may add program income to their Federal award. The program income must be used for the purposes and under the conditions of the Federal award.

14. **Nondiscrimination.**

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

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

(c) GRANTEE will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. GRANTEE shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to GRANTEE's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

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

(f) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 15.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.

29. **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.

30. **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

Agreement # VIPI2223-05

oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and GRANTEE.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CITY OF FRESNO,  
a California municipal corporation

FRESNO POLICE ACTIVITIES LEAGUE,  
a California nonprofit corporation

By:

\_\_\_\_\_  
Aaron A. Aguirre Date  
PARCS Director, City of Fresno

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

By: DocuSigned by:  
Taylor Rhoan 10/7/2022  
\_\_\_\_\_  
Taylor W. Rhoan Date  
Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

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

By: DocuSigned by:  
Ben Ewell  
\_\_\_\_\_  
Name: Ben Ewell  
Title: PRESIDENT  
\_\_\_\_\_  
(If corporation or LLC., Board Chair, Pres.  
or Vice Pres.)

By: DocuSigned by:  
Alan Fry  
\_\_\_\_\_  
Name: Alan Fry  
Title: Treasurer  
\_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

FRESNO POLICE ACTIVITIES  
LEAGUE

Attention: Ben Ewell

Address: S5132 N. PALM PMB 380 treet Address

Fresno, CA zip983704 Code

Phone: (559) P5598 4371990 hone Number

Email:

Attachments:

1. Exhibit A – Scope of Work, Schedule, Budget and Performance Metrics
2. Exhibit B – Insurance Requirements
3. Exhibit C – Conflict of Interest Disclosure Form
4. Exhibit D – Risk Assessment
5. Exhibit E – Disclosure of Project Funding



Agreement # VIPI2223-05

**EXHIBIT A**  
**SCOPE OF WORK, BUDGET & PERFORMANCE METRICS**

City of Fresno Violence Intervention and Prevention Initiative 2022-2023

EXHIBIT A

Scope of Work, Schedule, Budget and Performance Metrics

<b>Agency Name:</b>		Fresno Police Activities League (Fresno PAL)					
<b>Project Title</b>		Sports & Leadership Academy Programming					
Salaries and Benefits							
Name & Title	New or Existing Staff	Description of Role on Project	Percent of Time VIPI*	Base Salary	Salary Requested	Fringe Benefits	Total
TBD, Community Coordinator	New	Part-time administrative support for all Fresno PAL Programs, data collection and program evaluation.	25%	\$36,000.00	\$9,000.00	\$0	\$9,000
Volunteers	In-kind	All of PAL programming is on a volunteer basis and provided in-kind. [estimated 2,700 hours]					
sub-total:							<b>\$9,000</b>
<b>Are any of the positions above being used toward matching funds on another grant program?</b>							<b>No</b>
<b>If yes, please list the grant programs and total amount of match:</b>	N/A						
<b>Are any of the positions above funded for similar work under any other grant programs?</b>							<b>No</b>
<b>If yes, list the name of the grant program and percentage of staff time funded for each staff member included in this proposal.</b>	N/A						
Indirect Costs							
Title & Name (if applicable)	New or Existing Staff	Description of Cost	Percent of Time VIPI*	Base Salary	Salary Requested	Fringe Benefits	Total
N/A							
sub-total:							<b>\$0</b>

## City of Fresno Violence Intervention and Prevention Initiative 2022-2023

Fresno PAL

## EXHIBIT A

Page 2 of 5

## Scope of Work, Schedule, Budget and Performance Metrics

Program Detail			
Program #1	Timeline	Estimated Reach	Target Audience
Sports Programming including 1.Boxing (Hinton, Romain, Fightgirl) 2.Flag Football Leagues (Hinton)	Grant term, including school breaks	Total reach: Boxing Program @ Hinton - 25 Boxing Program @ Romain - 20 Fightgirl Fitness @ 5626 N. Blackstone - 30 Flag Football at Hinton - 30	Youth ages 8-17
<b>VIPI Goal(s):</b>	Invest in prevention efforts for youth and young adults that mitigate the impact of Adverse Childhood Experiences (ACES) and trauma.		
<b>Objectives:</b>	1) Engage at-risk youth in structured, trauma-informed recreational programming, sports leagues and mentorship. Expand sports programming by nearly 65% bringing total reach to 125 youth. 2) Reach approximately 41 additional youth in the boxing program (+ 20 at Romain & + 21 at Hinton) and 40 additional youth as part of the Fightgirl Fitness program.		
<b>Location(s):</b>	Hinton Community Center - 2385 S Fairview Ave Fresno, CA (M-F 4pm-8pm) Romain Park - 745 N First St, Fresno, CA 93702 (M-F 4pm-8pm) Fightgirl Fitness - 5626 N Blackstone Ave, Fresno, CA 93710 (Saturdays 10am-12pm)		
Supplies for Program #1	Unit Cost	Description of Cost	Total
Sports Equipment@ Hinton	\$160 per unit	Boxing kits @ \$160 each x 60 kits: head gear, mouthpieces, hand wraps, boxing gloves, and boxing shoes.	\$9,600
Sports Equipment @ Romain	\$160 per unit	Boxing kits @ \$160 each x 50 kits : Head gear, mouthpieces, hand wraps and shoes. They also need cardio equipment treadmill \$2000.00, elliptical \$1500.00, stationary bike \$1300,.00 and weight equipment \$200.00.	\$12,800
Fightgirl Fitness	\$75 per unit	New starter kit: bag gloves/ T-shirts / water bottle @ \$75 each x 90 sets.	\$6,750
Food Pantry @ Hinton	\$250 per month	Healthy snacks to encourage healthy eating habits. Snacks include local nuts and fruits.	\$2,250
Food Pantry @ Romain	\$250 per month	Healthy snacks to encourage healthy eating habits. Snacks include local nuts and fruits.	\$2,250
Outings for Youth Participants	\$65 per unit	Scouts Island/San Joaquin Parkway Trust. The participants would be the Romain kids (20), Hinton kids (20), and Fightgirl (20). Cost = \$25 for entry fee, \$30 for meals(Breakfast/Lunch/Bottle Water) and \$10 gas X (60 kids) = \$3,900	\$3,900
Project Site/Event Clean-up @ Hinton	\$350 per month	To meet COVID and necessary sanitizing of gyms a professional janitorial company will be contracted to clean Hinton Center per month \$350.00 x 9 months = \$3,150	\$3,150
Other Gatherings and Annual Events	\$110 per unit	Christmas party for participants in the Hinton & Romain Boxing programs and for the Fightgirl program. Each event will include a jacket giveaway including warm accessories (gloves, hats, etc.)@ \$ 110 per participant x 75 participants. Participants' families in SW and SE will be invited to celebrate with food, a photo with Santa, and treats. Additional costs include meals at \$1500 x three events = \$4,500	\$12,750
Flag Football gear and equipment	\$50 per unit	Flag belt, flags, and footballs	\$1,500
sub-total:			<b>\$54,950</b>

**City of Fresno Violence Intervention and Prevention Initiative 2022-2023**

**EXHIBIT A**

**Scope of Work, Schedule, Budget and Performance Metrics**

Scope of Work/Activities	Outcome Category	Output & Methods of Measuring Positive Change
Offer boxing programming M-F 4pm to 8pm. Expand the Boxing program at Hinton Community Center by 25 participants	K-12 Education 4: Reduced Disciplinary Actions	Track: # of youth, age and demographics (youth apply to participate) Attendance
Offer boxing programming M-F 4pm-8pm. Expand the Boxing program at Romain Park by 20 participants.	Health 2: Improved Physical Health Health 1: Improved Mental Health Skills/Knowledge 2: Improved	Improved academics (report cards) Improved teamwork/problem-solving skills Improved Physical health
Expand programming with FightGirl Fitness by 20 participants Saturdays 10am-12pm	Conflict Resolution/Anger Management/Violence Avoidance/ Social Emotional Skills	Boost self-esteem Reduce pressure/stress Reduction in principal office visits
Provide outdoor excursions to expose the youth to different environments and will include Scouts Island/San Joaquin Parkway Trust (Spring 2023)		Entry and Exit surveys Other, as applicable
Three annual events: Each program will include a holiday party with family members.	Psychosocial 2: Feeling More Connected to Others	# of youth, age and demographics Attendance Surveys
	Psychosocial 1: Feeling More Engaged with Society	# of youth, age and demographics Attendance Surveys
	Skills/Knowledge 3: Improved Life/Healthy Choices/Family Management Skills	# of people, age and demographics Attendance Surveys
<b>Is this a new program?</b>		No
If yes, please describe how you will ensure success:	Chess, flag football and tennis are new programs. The programs will be lead by experienced volunteers and parents who receive training to serve as coaches in the programs. Other programs are existing: Hinton 3 years, Romain 10 years, Fight Girl 1 year.	
If no, please describe: 1) The number of years the program has been implemented 2) The number of people who have been served in the last three years 3) Outcomes/accomplishments as a result of the program	N/A - see above	

City of Fresno Violence Intervention and Prevention Initiative 2022-2023

EXHIBIT A

Scope of Work, Schedule, Budget and Performance Metrics

Program #2	Timeline	Estimated Reach	Target Audience
Leadership Academy	Grant Term	80	middle school students
<b>VIPI Goal(s):</b>	Invest in prevention efforts for youth and young adults that mitigate the impact of Adverse Childhood Experiences (ACES) and trauma.		
<b>Objectives:</b>	1) Engage at-risk youth in structured, trauma-informed recreational programming, sports leagues, mentorship, with measurable outcomes through surveys.		
<b>Location(s):</b>	Gaston Middle School - 1100 E Church Ave, Fresno, CA 93706 Yosemite Middle School -1292 N 9th St, Fresno, CA 93703		
<b>Operating Hours/Days:</b>	Wednesdays 3pm-5pm		
Supplies for Program #2	Unit Cost	Description of Cost	Total
Leadership books	\$40.00	Two leadership books. Each unit costs \$20, average book costs \$40 x 70 youth	\$2,800
Polo shirts for Participants	\$25.00	Snacks during the leadership academy sessions \$25/youth x 70 youth	\$1,750
Snacks	\$120.00	Attend Tools for Tolerance in LA. Ticket cost = \$12 per student, \$16 per chaperone, meals Breakfast, lunch, dinner, and snacks/water \$3300, charter bus transportation \$2500 X 50 kids plus 4 chaperones. Cost totals approximately \$120 per person.	\$6,500
			<b>\$11,050</b>
Scope of Work/Activities	Outcome Category	Output & Methods of Measuring Positive Change	
Expand Leadership Academy at Gaston Middle School by 30 students. Officers and guest speakers teach leadership fundamentals and provide positive mentorship. Fresno PAL will mentor students who have an interest in law enforcement and create a "pathway" from middle school, high school and to a police cadet position eventually leading to an officer position.	Skills/Knowledge 2: Improved Conflict Resolution/Anger Management/Violence Avoidance/ Social Emotional Skills K-12 Education 3: Improved Attendance	Track: # of youth, age and demographics (youth apply to participate) Attendance Improved academics (report cards) Improved teamwork/problem-solving skills	
Create New Leadership Academy at Yosemite Middle School for 40 students. Officers teach leadership fundamentals and provide positive mentorship. Fresno PAL will mentor students who have an interest in law enforcement and create a "pathway" from middle school, high school and to a police cadet position eventually leading to an officer position.	K-12 Education 4: Reduced Disciplinary Actions Psychosocial 2: Feeling More Connected to Others Psychosocial 3: Feeling Safer in the Community	Improved Physical health Boost self-esteem Reduce pressure/stress Reduction in principal office visits Entry and Exit surveys Other, as applicable	

**City of Fresno Violence Intervention and Prevention Initiative 2022-2023**

**EXHIBIT A**

**Scope of Work, Schedule, Budget and Performance Metrics**

<b>Is this a new program?</b>		<b>Yes</b>
If yes, please describe how you will ensure success:		The program is brand new to Yosemite. It was done for approximately 1.5 years at Gaston prior to the pandemic. Success will be ensured by partnering with the school sites, training officers and guest speakers to facilitate the groups. New evaluation tools will be developed through the work of the community coordinator position to measure success.
If no, please describe: 1) The number of years the program has been implemented 2) The number of people who have been served in the last three years 3) Outcomes/accomplishments as a result of the program		N/A - see above

<b>Budget Summary</b>		<b>Total</b>
Salaries and Benefits		\$9,000
Services and Supplies for Program #1		\$54,950
Services and Supplies for Program #2		\$11,050
Indirect Costs - Administrative		\$0
<b>Grand Total:</b>		<b>\$75,000</b>

## **EXHIBIT B**

### **Insurance Requirements**

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

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

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

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations

(including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

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

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

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

### **MINIMUM LIMITS OF INSURANCE**

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

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



- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

### **UMBRELLA OR EXCESS INSURANCE**

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

### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

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

### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

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

- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. GRANTEE shall establish additional insured status for the CITY and STATE for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsements providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the GRANTEE'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If GRANTEE maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by GRANTEE.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the GRANTEE'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by GRANTEE, GRANTEE must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

**EXHIBIT C**

**DISCLOSURE OF CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input 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 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 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 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 type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DocuSigned by:  
*Ben Ewell*  
4156F3E013A0403...  
 \_\_\_\_\_  
 Signature  
 10/6/2022  
 \_\_\_\_\_  
 Date  
 Ben Ewell  
 \_\_\_\_\_  
 (Name)  
 ATTORNEYS  
 \_\_\_\_\_  
 (Company)  
 \_\_\_\_\_  
 (Address)  
 \_\_\_\_\_  
 (City, State Zip)

Additional page(s) attached.



**EXHIBIT D**

## Risk Assessment

[§ 200.332 Requirements for pass-through entities](#)

All pass-through entities must:

- (a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:
  - (1) Federal award identification.
    - (i) Subrecipient name (which must match the name associated with its unique entity identifier);
    - (ii) Subrecipient's unique entity identifier;
    - (iii) Federal Award Identification Number (FAIN);
    - (iv) Federal Award Date (see the definition of *Federal award date* in [§ 200.1 of this part](#)) of award to the recipient by the Federal agency;
    - (v) Subaward Period of Performance Start and End Date;
    - (vi) Subaward Budget Period Start and End Date;
    - (vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;
    - (viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;
    - (ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;
    - (x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    - (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;
    - (xii) Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;
    - (xiii) Identification of whether the award is R&D; and
    - (xiv) Indirect cost rate for the Federal award (including if the de minimis rate is charged) per [§ 200.414](#).
  - (2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;

- (3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;
- (4)
  - (i) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient, which is either:
    - (A) The negotiated indirect cost rate between the pass-through entity and the subrecipient; which can be based on a prior negotiated rate between a different PTE and the same subrecipient. If basing the rate on a previously negotiated rate, the pass-through entity is not required to collect information justifying this rate, but may elect to do so;
    - (B) The de minimis indirect cost rate.
  - (ii) The pass-through entity must not require use of a de minimis indirect cost rate if the subrecipient has a Federally approved rate. Subrecipients can elect to use the cost allocation method to account for indirect costs in accordance with [§ 200.405\(d\)](#).
- (5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
- (6) Appropriate terms and conditions concerning closeout of the subaward.
- (b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring described in [paragraphs \(d\)](#) and [\(e\)](#) of this section, which may include consideration of such factors as:
  - (1) The subrecipient's prior experience with the same or similar subawards;
  - (2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with [Subpart F of this part](#), and the extent to which the same or similar subaward has been audited as a major program;
  - (3) Whether the subrecipient has new personnel or new or substantially changed systems; and
  - (4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

- (c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in [§ 200.208](#).
- (d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:
  - (1) Reviewing financial and performance reports required by the pass-through entity.
  - (2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
  - (3) Issuing a management decision for applicable audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by [§ 200.521](#).
  - (4) The pass-through entity is responsible for resolving audit findings specifically related to the subaward and not responsible for resolving crosscutting findings. If a subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (e.g., has been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section [§ 200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.
- (e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient (as described in [paragraph \(b\)](#) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:
  - (1) Providing subrecipients with training and technical assistance on program-related matters; and
  - (2) Performing on-site reviews of the subrecipient's program operations;
  - (3) Arranging for agreed-upon-procedures engagements as described in [§ 200.425](#).

- (f) Verify that every subrecipient is audited as required by [Subpart F of this part](#) when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in [§ 200.501](#).
- (g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.
- (h) Consider taking enforcement action against noncompliant subrecipients as described in [§ 200.339 of this part](#) and in program regulations.



## EXHIBIT E

### Disclosure of Project Funding

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

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

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

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

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

N/A					

\*If applicable please attach complementary funders itemized budget.

**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: \_\_\_\_\_  
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DocuSigned by:  
*Ben Ewell*  
 Signature  
 10/8/2022  
 Date  
 Ben Ewell  
 (Name)  
 Ewellgroup  
 (Company)  
 735 west alluvial 93711  
 (Address)  
 fresno, CA 93711  
 (City, State Zip)

Additional page(s) attached.