

**Exhibit B**  
**CITY OF SANTA ROSA**  
**GRANT FUNDING AGREEMENT**  
**WITH \_\_\_\_\_**  
**AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made and entered into effective as of January 1, 2018, by and between the City of Santa Rosa, a municipal corporation (the "City"), and \_\_\_\_\_ a California nonprofit public benefit corporation ("Grantee").

**RECITALS**

A. The City Manager (hereinafter "Manager"), or his/her designee, shall be the City official responsible for the Santa Rosa Community Helping Our Indispensable Children Excel (CHOICE) Grant Program ("Grant Program") and shall render overall supervision of the progress and performance of this Agreement by the City. All services agreed to be performed by the City shall be under the overall direction of the Manager.

B. The City desires to provide grant funding for prevention, intervention and educational service programs that contribute to the reduction of gang activities, gang proliferation, and youth violence and that will contribute to the quality of life in the City of Santa Rosa and surrounding areas.

C. Grantee represents to the City that it is qualified and capable to carry out the grant project herein described and that Grantee meets those qualifications and requirements as set forth in the Request for Qualifications issued by the City dated October 3, 2017 (the "Grant Program RFQ"), which Grant Program RFQ is incorporated herein by this reference.

In consideration of the foregoing recitals, the parties agree as follows:

**A. PROGRAM**

Grantee shall conduct the program described in Exhibit A ("Program"). Grantee shall conduct the Program at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of describing the Program and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Grantee and made a part of this Agreement, including without limitation any document relating to the Program, the terms of this Agreement shall control and prevail.

**B. TERM OF AGREEMENT**

The Term of this Agreement shall commence on January 1, 2018, and shall expire on December 31, 2019 (the "Term"), unless extended by the City or unless sooner terminated in accordance with the terms of this Agreement. All services must be completed by December 31, 2018. The City may extend the Term at its discretion for up to three, one year terms upon written notice to Grantee from Manager prior to expiration of the term.

### **C. GRANT AWARD; PAYMENT, MATCH REQUIREMENTS**

a. The City agrees to provide Grantee funding for those expenses associated with performing, overseeing and implementing the grant project described in Grantee's application at Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Services"), in accordance with the project budget (hereinafter "Budget") attached hereto as Exhibit B and incorporated by this reference, subject however, to all terms and conditions of this Agreement. The total amount of the grant funding from City to Grantee shall not exceed \$\_\_\_\_\_ ("Grant Award").

b. Payment of the Grant Award shall be released to Grantee in two (2) installments over the Term of this Agreement. In order to determine each of the installment amounts, the total Grant Award shall be divided by the number of months within the Term (12 months). The two installments of the Grant Award shall each be equal to the monthly award amount (total Grant Award divided by 12) times six (6), less ten percent of each installment held in retention (the "Retention Amount"). The Retention Amount will be distributed upon receipt and acceptance of the Evaluation, as described in section 4(C), and the final Progress Report. The first installment of the Grant Award shall be released to Grantee upon full execution and delivery of this Agreement and the required insurance certificates to the City in a form acceptable to Manager, but in no event sooner than January 1, 2018.

In order to obtain the second installment of the Grant Award, Grantee is required to submit a progress report ("Progress Report") in accordance with the requirements contained and set forth in the Grant Program RFQ to demonstrate compliance with this Agreement, including but not limited to the Scope of Services and General Service Requirements. The City shall have the right to request such further information as the Manager may deem necessary to ascertain Grantee's performance and compliance hereunder. Grantee shall deliver each of the Progress Reports not less than every three months during the Term. Subject to the foregoing, release of the subsequent installments of the Grant Award to Grantee shall be as follows:

1. The second Installment of Grant Award (less the Retention Amount), to be released subject to satisfactory completion and acceptance by Manager of Grantee's Progress Reports, is scheduled to take place between July 1, 2018 and July 31, 2018.

2. The Retention Amount will be released to Grantee within thirty (30) days following the satisfactory completion by Grantee of the Evaluation and final Progress Report in accordance with Section 4 below.

c. Grantee shall be required to provide a fifty percent (50%) match of the Grant Award in the form of cash contributions with a maximum of 25% in in-kind contributions. Grantee shall provide proof of cash contributions to the satisfaction of the City during the third quarter of the Term and not later than September 30, 2018.

### **D. USE OF GRANT AWARD**

a. Grantee shall undertake and complete the Program as described and set forth in Exhibit A. Grantee shall comply with the General Service Requirements set forth in Exhibit C. Grantee additionally shall participate in the City's monitoring and evaluation system as set forth in the Grant Program RFQ and as directed by the City, and payment the Grant Award, and any installment thereof, shall be conditioned on the City's acknowledgement of satisfactory completion of periodic Progress Reports as described and set forth in Section 4(B) below.

b. Grantee shall spend the Grant Award in accordance with the Budget in the attached Exhibit B.

c. Grantee shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the Manager. Grantee shall make such requests for line item adjustments in writing to the Manager. Failure to comply may result, at the City's option, in disallowed costs.

d. Grantee shall not expend any portion of the Grant Award for religious purposes and the Scope of Services funded by the Grant Award must not in any way convey a religious message. Any portion of the Grant Award used for a religious purpose or to convey a religious theme will be deemed a disallowed cost pursuant to Section 4 of this Agreement.

#### **E. MONITORING AND EVALUATION**

a. Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate the performance of the Scope of Services and its components. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's Services. Grantee shall further cooperate to incorporate minor modifications that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. Grantee recognizes and agrees that an evaluation of the Scope of Services may be completed after the expiration of the Term. The City shall have the right to request the services of an outside agent to assist in any such evaluation. Such evaluation services shall be paid for by the City.

b. Grantee shall submit quarterly (commencing on April 1, 2018 and continuing every three months thereafter during the Term) Progress Reports regarding Grantee's performance and compliance under this Agreement.

c. In addition to those Progress Reports required hereunder, Grantee shall participate in a client result evaluation (the "Evaluation") for the Scope of Services to be completed not later than December 31 of each year of this Agreement, encompassing Grantee's performance during the entire Term. The Evaluation will be conducted in accordance with an Evaluation plan approved by the Manager. Grantee shall cooperate with the City in the development of the Evaluation plan and in its implementation. The parties acknowledge that the Evaluation plan will include the following:

- Performance measures to indicate the effect of the Scope of Services on the clients participating in the Scope of Services.
- The data source and methods to be used for measuring results.
- Policies, procedures and methods for collecting measurement data on a regular basis.
- Schedule for performing and completing the Evaluation.

d. In the event funding for another cycle is appropriated in future fiscal years, Grantee acknowledges and agrees that Grantee's future funding, if any, may be determined based on participation results of the evaluation processes described in this Section, including without limitation, Subsection C above. The City shall use data in the evaluation of Grantee's current performance and for the development of future performance targets, consistent with the evaluation system.

**F. PROGRAM COORDINATION**

- a. The Manager or his/her designee shall monitor the Grantee’s progress and performance of this Agreement. All services agreed to be performed by Grantee shall be under the general direction of the Manager.
- b. Grantee shall assign a single Program manager (“Grantee Manager”) who shall have overall responsibility for the performance of this Agreement by Grantee. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Grantee Manager, Grantee shall notify Manager immediately of such occurrence. Grantee’s staff shall cooperate fully with Manager with respect to all matters related to this Agreement.
- c. Grantee’s staff shall attend Santa Rosa Violence Prevention Partnership (“The Partnership”) Operational Team, and other meetings as required or requested by Manager, including meetings described elsewhere in this Agreement.
- d. Grantee’s staff shall actively participate with The Partnership’s annual Gang Prevention Awareness Week in collaboration with the City.
- e. Grantee’s staff shall prioritize any referrals submitted to The Partnership that pertain to the services provided by the Grantee under the terms of the Agreement and attend the monthly Multi-Disciplinary Assessment and Referral Team (MDART).
- f. Grantee shall incorporate The Partnership’s logo and the phrase “Funded by Measure O” on any promotional or with marketing opportunities for the funded program.
- g. Any notice or communication which is required to be given under this Agreement or which either party may desire to give to the other, shall be in writing, and may be either personally delivered or given by mailing the same by U.S. mail, postage prepaid addressed to Grantee as set forth below Grantee’s signature block and to the City as follows:

City Representative:	Grantee Representative:
Serena Lienau	NAME
Office of Community Engagement	TITLE
637 First Street	ADDRESS
Santa Rosa, CA 95404	CITY, STATE, ZIP
(707) 543-3457	PHONE

Each party may designate an address different from that set forth in this Agreement in accordance with the provisions of this Section. Notice shall be deemed given upon receipt.

**G. DOCUMENTATION; RETENTION OF MATERIALS**

Grantee agrees to the following:

- a. General Fiscal Responsibilities of Grantee. Grantee shall:
  - 1. If applicable, appoint and submit to the City, the name of a fiscal agent, acceptable to the City, who shall be responsible for the financial and accounting activities of Grantee, including the receipt and disbursement of the Grant Award installments.

2. Establish and maintain a system of accounts for the Grant Award that shall be in conformance with generally accepted accounting principles. Such system of accounts shall be subject to review and approval of the City.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Submit to the City at such times and in such forms as the City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

b. Records of Grantee.

1. Grantee shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly:

a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement.

b. All other matters covered by this Agreement.

2. Grantee shall preserve and make available its records:

a. for the period of three (3) years from the date of expiration or sooner termination of Agreement; or

b. for such longer period, if any, as may be required by applicable law.

c. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, Grantee agrees that the City, and/or any of its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. Grantee also agrees that the City, or any of its representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement:

1. for a period of three (3) years from the date of expiration or sooner termination of Agreement; or

2. for such longer period, if any, as may be required by applicable law.

d. Audits. In the event that the City determines, from review of any Progress Report, inspection of records or any other source, that there is a problem or discrepancy regarding Grantee's compliance with the terms and conditions of this Agreement, including but not limited to the Project Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Scope of Services and Grantee's compliance hereunder. In the event the City elects to require an audit, the City shall notify Grantee and the following provisions set forth below shall apply.

1. Grantee shall enter into an agreement with an outside auditor no later than thirty (30) days from the date of City's notice calling for a financial audit of Grantee hereunder. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Grantee. An amount equal to the Grantee's estimated cost of an independent audit may be set aside from the Grant Award by the City.

2. Should Grantee not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize Grantee's set-aside funds for the audit.

3. The audit report must be completed and sent to the Manager within one hundred and twenty (120) days from City's notice calling for an audit of Grantee. The audit shall conform with generally accepted auditing principles.

4. Grantee shall submit to the City copies of management letters the auditor prepares for the Grantee as a part of the audit engagement.

5. All audits must be done by Certified Public Accountants currently certified to practice in the State of California. Grantee must have proof of current licensing included at the time the audit is submitted to the City. A certification to practice in California must accompany the audit when submitted to the City.

6. In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to five percent (5%) or less of the Grant Award, then the cost of the audit shall be borne fifty-fifty (50% by Grantee and 50% by the City). In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to more than five percent (5%) of the Grant Award, then Grantee shall be responsible for the entire cost of the audit.

Notwithstanding the foregoing, the City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. Grantee will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City.

e. Disallowed Costs. Grantee is liable for repayment of disallowed costs as determined by the City. Disallowed costs may be identified through audits, monitoring or other sources.

#### **H. ASSIGNMENT; COLLABORATION WITH SERVICE PARTNER**

a. Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

b. Notwithstanding the foregoing, to the extent set forth and described in the Scope of Services, Grantee may work with collaborative service partners, which may include any

entity that will share resources that impact the delivery of the proposed services (such as school sites and school districts where services may be provided, as well as other non-profit community service organizations), provided that Grantee shall first enter into a written agreement with any collaborative partner ("Service Partner Agreement") in the form attached to the RFQ as Exhibit J and further provided that Grantee shall assure that any service partner comply with the requirements prescribed in the Service Partner Agreement.

#### **I. RELATIONSHIP OF PARTIES**

It is understood and agreed by and between the parties that Grantee in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of the City in any matter. Grantee further agrees that it will not in any manner hold itself out as the agent or representative of the City or act in such a fashion as would give the impression to a reasonable person that Grantee is acting in such a capacity.

#### **J. INDEMNITY**

Grantee shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Grantee, its officers, employees, agents or volunteers, in the performance of services related to this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify. The existence or acceptance by City of an of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 6. This Section shall survive expiration or sooner termination of this Agreement.

#### **K. INSURANCE**

a. Grantee shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Grantee in exchange for City's agreement to make the payments prescribed hereunder. Failure by Grantee to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Grantee, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Grantee to maintain required insurance coverage shall not excuse or alleviate Grantee from any of its other duties or obligations under this Agreement. In the event Grantee, with approval of City pursuant to Section 8 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Grantee shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Grantee agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be

available to the additional insureds identified therein.

c. Grantee agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

#### **L. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Grantee (including Grantee's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the Grant Award. As an independent contractor, Grantee hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Grantee's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. If, in the performance of this Agreement, any third persons are employed by Grantee, such persons shall be entirely and exclusively under the direction, supervision, and control of Grantee. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Grantee's assigned personnel and subcontractors.

c. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

#### **M. TERM, TIME OF PERFORMANCE, SUSPENSION, TERMINATION FOR CAUSE, TERMINATION WITHOUT CAUSE**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall expire on February 15, 2018 ("Term"), unless sooner terminated as provided herein.

b. The Program shall be conducted in accordance with the schedule set forth in Exhibit A and shall be completed by December 31, 2018.

c. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

d. Manager may, with or without prior notice to Grantee, at any time in his or her absolute discretion, elect to suspend or terminate payment to Grantee, in whole or in part, terminate work or expenditures by Grantee, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following



occurrences:

1. If Grantee (with or without knowledge) made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;
2. If there is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
3. If Grantee, without having obtained City approval, has taken any action pertaining to the Program, which requires City approval;
4. If Grantee makes improper use of the Grant Award;
5. If Grantee fails to comply with any of the terms and conditions of this Agreement including without limitation, Grantee's failure to carry out the Program or comply with any of the terms as described in Exhibits A through F, inclusive;
6. If Grantee submits to City any report which is incorrect or incomplete in any respect, or is untimely.
7. Each of Grantee's obligations under this Agreement shall be deemed material.

e. This Agreement may be terminated by either party by giving thirty (30) days notice to the other in writing of its intent to terminate the Agreement.

Upon such notice, Grantee shall cease any further work related to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of the City's right to recover from Grantee any portion of the Grant Award that has not been spent in accordance with this Agreement or that has not been spent as of the date of notice under this subsection.

#### **N. STANDARD OF PERFORMANCE**

Grantee shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Grantee to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Grantee shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

#### **O. CONFLICTS OF INTEREST**

Grantee covenants that neither it, nor any officer or principal of its corporation, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the

interests of City or that would in any way hinder Grantee's performance of services under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

#### **P. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Grantee agrees to protect all City Information and treat it as strictly confidential, and further agrees that Grantee shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Grantee shall comply with all City policies governing the use of the City network and technology systems. A violation by Grantee of this Section 14 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

Grantee shall maintain the confidentiality of information gathered and all records generated under this Agreement pursuant to applicable Federal and State laws, subject, however, to reports to child abuse reporting agencies required by law.

#### **Q. MISCELLANEOUS**

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Grantee shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq.

d. Non-discrimination. Except as permitted by law, Grantee shall not, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Any grant award or acceptance by City of any service performed by Grantee under this Agreement, any waiver by City of any default, breach or condition precedent, shall not be construed as a waiver of any provision of this Agreement by City, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Successor and Assigns. Grantee binds itself, its partners, successors, legal representatives and assigns to City with respect to all promises and agreements contained herein.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

**GRANTEE**

Name of Agency: \_\_\_\_\_

**CITY OF SANTA ROSA,**

a municipal corporation

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Sean P. McGlynn,  
City Manager

APPROVED AS TO FORM:

*Signatures of Authorized Persons:*

By: \_\_\_\_\_

City Attorney's Office

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachments:**

- Exhibit A – Scope of Services and Work Plan
- Exhibit B and B-1 – Budget and Budget Narrative
- Exhibit C – Resource Table
- Exhibit D – General Services Requirements
- Exhibit E – Certification and Assurances
- Exhibit F – Insurance Requirements
- Exhibit G – Resolution for Signing Authority

**EXHIBIT A**

**SCOPE OF SERVICES AND WORK PLAN (TEMPLATE)**

**Agency Name:** \_\_\_\_\_

**Program Name:** \_\_\_\_\_

**Synopsis of the Program including timeline for a 12-month program:**

- Description of activities and services to be provided
- Locations of where you will be providing services
  - i.e. schools, high-need areas, etc.
- Target population
  - Projected number of unduplicated clients to be served
  - Ages of clients served
  - Client profiles served and group association (*as identified in Section III.B of the RFQ*)
  - Method of recruitment
- Timeline of services to be provided
- Intended Outcomes, and source of measurement, that align with the goals and objectives of the 2017-2022 Partnership Strategic Plan, 2016 Community Safety Scorecard, and Measure O Ordinance.

DRAFT 12/20/17

**EXHIBIT B and B-1**

**PROGRAM BUDGET and BUDGET NARRATIVE**

**EXHIBIT C**  
**RESOURCE TABLE**

**RESOURCE TABLE**

**PROGRAM NAME:**

SOURCE OF FUNDS	USE	DOLLAR AMOUNT OR OTHER VALUE*	LEVEL AND TIMEFRAME OF COMMITMENT

\*Do not assign a dollar value to in-kind or other non-monetary resources. Instead, quantify or give a brief description (e.g. 20 volunteer hours per week).

List all non-City funds to be used for this project that have been received, or are expected to be received, and then list in-kind resources that will be used to support the project (matching funds). In the last column on the right, provide the level of commitment for all resources, using one the following terms: received, projected, or pending. **Do not include the CHOICE grant program request** in the minimum 50% match requirement of the proposed funding request; however, the agency may indicate additional match documentation if available.

**Level of Commitment definitions**

Received: Funds on hand or a firm commitment for funding (requires an agreement or letter confirming funding)

Projected: Anticipated renewal of existing funding or a realistic projection of fees, donations, and other revenues based on prior year actuals

Pending: Funds have been applied for and are likely to be received (NOTE: only include amounts that you reasonably expect to receive)

Timeframe: Please indicate when you anticipate funds will be received, projected, and/or are pending

**EXHIBIT D**

**GENERAL SERVICES REQUIREMENTS**

1. Grantee shall maintain a current Memorandum of Understanding to attend the Santa Rosa Violence Prevention Partnership's ("The Partnership") Operational Team meetings to ensure coordination and linkage of services, participate in The Partnership subcommittees which may be identified or directed by the City staff, and identify and recruit youth and parents to attend The Partnership Gang Awareness trainings. In addition, Grantee shall prioritize any referrals submitted to The Partnership that pertain to the services provided by the Grantee under the terms of the Funding Agreement and attend the Multi-Disciplinary Assessment and Referral Team (MDART) meetings.
2. Grantee shall actively participate in The Partnership's annual Gang Prevention Awareness Week.
3. Grantee shall participate in at least two program review meetings and/or agency site visits with the City for the purpose of reviewing Grantee's implementation of the Scope of Services.
4. Grantee shall assist the City with any needs assessment meetings when held by the City in order to ascertain the community's needs regarding CHOICE Grant Program funded services. Grantee's assistance will include, but will not be limited to, assistance with the collection of needs assessment surveys, performance of outreach to persons served by Grantee's Scope of Services in order to increase attendance, and the promotion of meaningful discussion at the needs assessment meetings.
5. Grantee shall obtain at least a fifty percent (50%) match of the Grant Award (maximum 25% in-kind match), and the contributions must be from a source other than the City. Grantee will be required to show proof of match documentation during the third quarter of each year of the funding cycle.
6. Grantee shall maintain on file with the Director a current Service Partner Agreement, in the form of Exhibit J to the RFQ, with each partner agency as applicable. Grantee is responsible for notifying the Director of any updates/changes to contacts or other information contained in any Service Partner Agreement.
7. Grantee shall provide immediate short-term emergency response services as needed and in accordance with its expertise and capacity. The City-operated services will provide gang intervention emergency services, but Grantee recognizes and agrees that, from time to time, the City may need to coordinate and/or make referrals to Grantee. In addition, if Grantee delivers services on any school campus, Grantee shall adhere to the district's emergency protocol and procedures.
8. Pursuant to Penal Code section 11105.3, Grantee shall obtain criminal record information for each and every person who applies for an employment or volunteer position with Grantee, in which he or she would hold a supervisory or disciplinary power over any minor

or any person under his or her care. Grantee shall demonstrate to the satisfaction of City that it has acceptable protocols in place for the acquisition and maintenance of such information and for the screening and retention of employees and volunteers.

9. In the event that Grantee conducts the Scope of Services on school campuses, it shall:
  - a) obtain the written consent of the authorized school representative to perform services on the campus prior to the commencement of services;
  - b) enter into a written agreement with the appropriate school district, in the form set forth in Exhibit J to the RFQ and approved by the City, no later than thirty (30) days following commencement of Grantee's services on a school campus and promptly provide a fully executed copy of each agreement to the City;
  - c) promptly notify the Director in the event that a school district terminates, amends or suspends the agreement with Grantee. Grantee's failure to have and maintain an agreement with each school district (or school) in which Grantee conducts its Scope of Services shall, in addition to all other remedies available to the City, constitute grounds for the City to withhold payment of one or more portions of the Grant Award, or terminate its funding agreement with Grantee.
  
10. Grantee shall incorporate The Partnership's logo and reference "Funded by Measure O" in all promotional and marketing materials or opportunities regarding the program receiving funding for this grant cycle.



**EXHIBIT E**

**CERTIFICATION AND ASSURANCES**

The following assurances are required from each applicant before the City of Santa Rosa can execute a Funding Agreement.

If funded, applicant assures that it will:

1. Be in compliance with all local laws, ordinances, codes, regulations and decrees;
2. To the extent required by law, practice non-discrimination in providing services, hiring personnel, and recruiting volunteers, and at the sole discretion of the City, provide a Personnel Practices Plan acceptable to the City in a timely manner;
3. Establish and enforce standards of conduct for applicant employees and volunteers that reflect public conventions and morals;
4. Submit in a timely manner such program and financial reports as are required by the City to monitor performance of the project;
5. Appoint one director of the project who will be responsible for the administration of the project;
6. Appoint a fiscal agent who shall be responsible for all financial and accounting activities of the project;
7. Obtain and maintain insurance provisions as required by the City throughout the term of the Funding Agreement. **Applicant understands that the project will not begin, nor can costs be incurred, until proof of adequate insurance is approved by City;**
8. Use the CHOICE Grant funding for delivering services to only Santa Rosa residents and communities;
9. Comply with church/state restriction as outlined below. Applicant agrees funds received from the City for public services shall be used in accordance with the following conditions:
  - (a) Applicant shall not unlawfully discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion;
  - (b) Applicant shall not discriminate against any person applying for public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion;
  - (c) Applicant shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services;
  - (d) The portion of a facility used to provide public services shall contain no sectarian or religious symbols or decorations; and

- (e) The funds shall not be used to construct, rehabilitate or restore any facility, which is owned by Applicant and in which the public services are to be provided. Minor repairs may be made, however, if those repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute, in dollar terms, only a minor portion of the expenditure for the public services.

10. Not supplant existing funds for services provided by the agency.

**EXHIBIT F**

**INSURANCE REQUIREMENTS**

**A. Insurance Policies:** Grantee shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
1. Commercial general liability	\$1 million per occurrence \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. <b>Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.</b>
2. Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Grantee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$1 million per claim \$1 million aggregate	Grantee shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Grantee, its employees, agents and subcontractors.

**B. Endorsements:**

- a. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
- b. Liability, umbrella and excess policies shall provide or be endorsed to

provide the following:

- i. For any claims related to this project, Grantee's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Grantee's insurance and shall not contribute with it; and,
- ii. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Grantee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Grantee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**C. Other Insurance Provisions:**

- a. No policy required by this Agreement shall prohibit Grantee from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
- b. All insurance coverage amounts provided by Grantee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
- c. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Grantee or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Grantee may be required to provide financial guarantees.
- d. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
- e. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Contact Information:**

Serena Lienau  
Office of Community Engagement  
City of Santa Rosa  
637 First Street  
Santa Rosa, CA 95404

**EXHIBIT G-1**

**RESOLUTION FOR GOVERNMENT SIGNATURE AUTHORIZATION**

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION OF THE \_\_\_\_\_ [governing  
body] OF THE \_\_\_\_\_ [name of entity]  
AUTHORIZING THE ACCEPTANCE OF A 2018-2019  
SANTA ROSA CHOICE GRANT AGREEMENT WITH THE  
CITY OF SANTA ROSA, IF AWARDED**

**WHEREAS**, the \_\_\_\_\_ [governing body] is the governing body of the \_\_\_\_\_  
[name of entity] ("Agency"); and

**WHEREAS**, Agency has submitted an application to the City of Santa Rosa for a 2018-2019  
CHOICE Grant Program; and

**WHEREAS**, Agency has the legal ability to enter into and perform the 2018-2019 CHOICE Grant  
Program grant; and

**WHEREAS**, if the 2018-2019 CHOICE Grant Program grant is awarded, Agency desires to enter  
into a grant funding agreement with the City of Santa Rosa for the 2018-2019 CHOICE Grant  
Program grant;

**NOW, THEREFORE**, BE IT RESOLVED BY THE \_\_\_\_\_ [governing body] OF THE  
\_\_\_\_\_ [name of entity] THAT:

1. \_\_\_\_\_ [name and title] is authorized to execute a City of Santa  
Rosa 2018-2019 CHOICE Grant Program grant funding agreement with the City of Santa Rosa  
for a term starting January 1, 2018 through December 31, 2019 in the form attached to the City  
of Santa Rosa for a 2018-2019 CHOICE Grant Program Request for Qualifications. In addition,  
\_\_\_\_\_ [name and/or title] is authorized to execute any amendments to the grant funding  
agreement.

2. This resolution will be binding upon \_\_\_\_\_ [name of entity] unless  
\_\_\_\_\_ [name of entity] sends written notice to the City of Santa Rosa advising the City  
of Santa Rosa to the contrary.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the following vote:

AYES:  
NOES:  
ABSENT:

Attest:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**EXHIBIT G-2**

**RESOLUTION FOR NON-PROFIT SIGNATURE AUTHORIZATION**

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
\_\_\_\_\_ [name of corporation]  
AUTHORIZING THE ACCEPTANCE OF A 2018-2019  
CHOICE GRANT FUNDING AGREEMENT WITH THE City  
OF SANTA ROSA, IF AWARDED**

**WHEREAS,** \_\_\_\_\_ [name of corporation] ("Corporation") is a corporation organized and existing under the laws of the State of California; and

**WHEREAS,** the Board of Directors is the governing body of the Corporation; and

**WHEREAS,** Corporation has submitted an application to the City of Santa Rosa for a 2018-2019 CHOICE Grant Program grant; and

**WHEREAS,** Corporation has the legal ability to enter into and perform the 2018-2019 CHOICE Grant Program grant; and

**WHEREAS,** if the City of Santa Rosa for a 2018-2019 CHOICE Grant Program, grants an award to Corporation, then Corporation desires to enter into a grant funding agreement with the City of Santa Rosa for a 2018-2019 CHOICE Grant Program grant;

**NOW, THEREFORE,** BE IT RESOLVED BY THE BOARD OF DIRECTORS OF \_\_\_\_\_ [name of corporation] THAT:

1. \_\_\_\_\_ [name and title] is authorized to execute a City of Santa Rosa 2018-2019 CHOICE Grant Program grant funding agreement with the City of Santa Rosa for a term starting January 1, 2018 through December in the form attached to the City of Santa Rosa for a 2018-2019 CHOICE Grant Program Request for Qualifications. In addition, \_\_\_\_\_ [name and/or title] is authorized to execute any amendments to the grant funding agreement.
2. This resolution will be binding upon \_\_\_\_\_ [name of corporation] unless \_\_\_\_\_ [name of corporation] sends written notice to the City of Santa Rosa advising the City of Santa Rosa to the contrary.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018:

\_\_\_\_\_  
Secretary