

**CITY OF SANTA ROSA
GRANT FUNDING AGREEMENT
WITH <ENTITY NAME>.
AGREEMENT NUMBER _____**

This "Agreement" is made and entered into effective as of _____, 2024 ("Effective Date"), by and between the City of Santa Rosa, a municipal corporation (the "City"), and <ENTITY NAME> a California nonprofit public benefit corporation ("Grantee").

RECITALS

A. The City provides 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 through the Santa Rosa Community Helping Our Indispensable Children Excel ("CHOICE") Grant Program ("Grant Program").

B. Grantee represents to the City that it is qualified and capable of carrying out the Scope of Services described in Exhibit A (Grantee's Cover Letter and Work Plan) ("Program") and that Grantee meets those qualifications and requirements as set forth in the Request for Qualification issued by the City dated April 2, 2024 (the "Grant Program RFQ"), which Grant Program RFQ attached hereto as Exhibit A-1.

C. On September 24, 2024, the Santa Rosa City Council approved a Grant Program award to Grantee for the Annual Allocation Years 2025, 2026, and 2027.

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

1. 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.

2. TERM OF AGREEMENT; PROGRAM SCHEDULE

a. The Term of this Agreement shall commence on January 1, 2025 and shall continue in effect for a Term of three years, unless terminated in accordance with the terms of this Agreement.

b. Grantee shall commence services under this Agreement on January 1, 2025 and complete its performance of services by December 31, 2027, (each calendar year to be an "Annual Allocation Year") in accordance with the Work Plan set forth in Exhibit A. An additional program reporting period will commence on January 1, 2028 and be completed by February 28, 2028.

3. GRANT AWARD; PAYMENT, MATCH REQUIREMENTS

a. Subject to the terms and conditions of this Agreement, City agrees to provide Grantee funding for those expenses associated with performing, overseeing and implementing the Program described in Exhibit A in accordance with the Program Budget and Budget Narrative attached as Exhibit B and B-1 (hereinafter "Budget"). The total amount of grant funding from City to Grantee shall not exceed _____ ("Grant Award").

b. Payment of the Grant Award shall be released to Grantee in twelve (12) equal installments ("Installments") less a ten (10) percent retention on each Installment (the "Retention"). Each Installment will be released to Grantee quarterly within thirty (30) days of receipt and acceptance of three (3) monthly reports per quarter as described in Section 5(b). The cumulative Retention will be distributed upon receipt and acceptance by the City's Violence Prevention Partnership Program Manager ("Program Manager") of the final report and the evaluation described in Section 5(c).

c. Grantee shall be required to provide a twenty percent (20%) match of the Grant Award in the form of the cash contributions and in-kind contributions outlined in the Resource Table attached as Exhibit C. The in-kind contributions may not exceed 50% of the required 20% match. Grantee shall provide proof of cash contributions for Annual Allocation Year 1, to the satisfaction of the Program Manager, no later than October 31, 2025; and for Annual Allocation Year 2 no later than October 31, 2026; and for Annual Allocation Year 3 no later than October 31, 2027.

4. 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 Program Coordination requirements described in Section 6. 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 of the Grant Award, and any Installment thereof, shall be conditioned on the City's acknowledgement of satisfactory completion of the progress reports as described and set forth in Section 5(b) below.

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

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

d. Grantee shall not expend any portion of the Grant Award for religious purposes and the Program 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 7(e) of Agreement.

5. 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 Program and its components and meet all deadlines. The City shall have the right to request the services of an outside consultant to assist in any such evaluation. Such evaluation services shall be paid for by the City. Grantee shall cooperate with the City and designated evaluator in the conduct of any evaluation of Grantee's services. Grantee shall further cooperate to incorporate minor modifications to the Program that may be necessary and appropriate as a result of feedback from the monitoring and evaluation process. Grantee recognizes and agrees that an evaluation of the Program may be completed after the expiration of the Term.

b. Commencing on April 1, 2025, and the first business day of each quarter thereafter for the length of the Term, Grantee shall submit quarterly progress reports regarding Grantee's performance and compliance under this Agreement in a form approved by the Program Manager. The Program Manager shall have the right to request such further information as the Program Manager may deem necessary to ascertain Grantee's performance and compliance hereunder. Grantee shall submit a final report regarding its performance and compliance during the Annual Allocation Year 1 no later than February 1, 2026, a during Annual Allocation Year 2 no later than February 1, 2027; and during Allocation Year 3 no later than February 1, 2028 in a form approved by the Program Manager.

c. In addition to the quarterly progress and final reports, Grantee shall participate in a client result evaluation (the "Evaluation") to be completed not later than January 30, 2026 covering Allocation Year 1; January 30, 2027 covering Allocation Year 2; and January 30, 2028 covering Allocation Year 3. The Evaluation shall be conducted in accordance with an Evaluation plan approved by the Program 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 but will not be limited to the following:

- Performance measures to indicate the effect of the Program on Program participants.
- 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. Upon the conclusion of Allocation Year 1, Grantee acknowledges and agrees that Grantee's Allocation Year 2 funding will be contingent upon satisfactory Allocation Year 1 Evaluation results, and Allocation Year 3 funding will be contingent upon satisfactory Year 2 Evaluation results, as solely determined by the City.

6. PROGRAM COORDINATION

a. The Program Manager shall monitor Grantee's progress and performance of the Program.

b. Grantee shall assign a single Program manager ("Grantee Manager") who shall have overall responsibility for the performance of the Program and compliance with this Agreement by Grantee. Should circumstances or conditions require a substitute Grantee Manager, Grantee shall notify the Program Manager immediately of such occurrence. Grantee's staff shall cooperate fully with the Program Manager with respect to all matters related to this Agreement.

c. Grantee Manager or their designee shall participate on the City's Partnership Operational Team. Grantee shall maintain a current Operational Team Memorandum of Understanding (MOU) (substantially in the form of Exhibit L as attached) which indicates the Grantee's commitment and confidentiality to participate with The Partnership's Operational Team. Grantee will assign a primary and alternate member and maintain consistent monthly attendance at The Partnership's Operational Team meetings for each calendar year of the funding cycle to ensure coordination and linkage of services and participate in The Partnership's subcommittee(s) which may be identified or directed by Program Manager.

d. Prioritize any referrals submitted to The Partnership through the Guiding People Successfully (GPS) referral system that pertain to the services provided by the Grantee under the terms of the Agreement. Referral discussions will be held during the monthly Partnership Operational Team meetings and regularly scheduled check-ins with Program Manager. Grantee must respond to referrals within two weeks of initial referral date.

e. Regularly participate in community events in collaboration with the Santa Rosa Violence Prevention Partnership and partner organizations.

f. 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 Program in order to increase attendance, and the promotion of meaningful discussion at the needs assessment meetings.

g. Obtain at least a twenty percent (20%) match of the Grant Award (maximum 50% of the overall match can be 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 Annual Allocation Year of the funding cycle.

h. Maintain on file with the Program Manager a current Service Partner Agreement, in the form of Exhibit E, with each partner agency as applicable. Grantee is responsible for notifying the Program Manager of any updates/changes to contacts or other information contained in any Service Partner Agreement.

i. Provide immediate short-term emergency services as a member of The Partnership's Operational Team in response to a critical incident of violence, as needed and in accordance with its expertise and capacity. The City may need to coordinate and/or make referrals to Grantee, which the Grantee agrees to prioritize services for the referred youth and/or family. In addition, if Grantee delivers services on any school campus, Grantee shall adhere to the district's emergency protocol and procedures.

j. 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 have contact with or 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.

k. In the event that Grantee conducts the Program 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 E and approved by the City or the form of a Memorandum of Understanding used by the district and approved by the City prior to commencement of Grantee's services on a school campus and promptly provide a fully executed copy of each agreement or MOU to the City; c) promptly notify the Program Manager in the event that a school district terminates, amends or suspends the its agreement or MOU with Grantee. Grantee's failure to have and maintain an agreement or MOU with each school district (or school) in which Grantee conducts its Program 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.

l. Incorporate The Partnership's logo and reference "Funded by the City of Santa Rosa Public Safety and Prevention Sales Tax" in all promotional and marketing materials and opportunities regarding the Program.

m. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Program Manager
Violence Prevention Partnership
415 Steele Ln
Santa Rosa, CA 95403
(707) 543-4696

Grantee Representative:

Name
Title
Address
Address
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.

7. DOCUMENTATION; RETENTION OF MATERIALS

a. General Fiscal Responsibilities of Grantee. Grantee shall:

1. 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, timecards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Keep separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all Program funds, including grant funds and any matching funds by Grantee and the total cost of the Program. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

5. 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

Page 6 of 14

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. If 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 Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Program 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 Program 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. If the result of any such audit shows a discrepancy from the Budget or misused 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 Budget or misused 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.

8. 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. Grantee agrees that the City shall have the right to approve any and all subcontractors to be used by Grantee in the performance of this Agreement before Grantee contracts with or otherwise engages any such subcontractors.

b. Notwithstanding the foregoing, to the extent set forth and described in the Program, 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 as Exhibit J and further provided that Grantee shall assure that any service partner comply with the requirements prescribed in the Service Partner Agreement.

9. 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.

10. 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 any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 10. This Section shall survive expiration or sooner termination of this Agreement.

11. INSURANCE

a. Grantee shall maintain in full force and effect all of the insurance coverage described in, and in accordance with the Insurance Requirements attached as Exhibit J. Maintenance of the insurance coverage set forth in Exhibit J 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 12 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 Exhibit J.

b. Grantee agrees that any available insurance proceeds broader than or in excess of the coverages set forth in Exhibit J 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 Exhibit J, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

12. 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

Page 9 of 14

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 12 shall survive any expiration or termination of this Agreement.

13. TIME OF PERFORMANCE, SUSPENSION, TERMINATION

a. 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.

b. Notwithstanding anything to the contrary in this Agreement, Program Manager may at any time in their absolute discretion, with or without prior notice to Grantee, suspend or terminate payment to Grantee, in whole or in part, terminate services or expenditures by Grantee, terminate this Agreement, or take any other action available to City 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 as determined by City in its sole discretion;
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 Attachment 1, and Exhibits A through L, inclusive; and
6. If Grantee submits to City any report which is incorrect or incomplete in any respect, or is untimely.

c. 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 services related to this Agreement.

d. 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 of suspension or termination under this Section. The exercise by the Manager of the City's rights under this Section shall not be construed as a waiver by City of any other right or remedy.

14. STANDARD OF PERFORMANCE/CERTIFICATIONS AND ASSURANCES

a. 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.

b. By executing this Agreement, Grantee makes the Certification and Assurances set forth in Exhibit I.

15. 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.

16. 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 16 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.

17. 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) 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.

18. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

<ENTITY NAME>

a Domestic Nonprofit corporation

CITY OF SANTA ROSA,

a municipal corporation

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

By: _____

Maraskeshia Smith,
City Manager

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Attachments:

Attachment 1 –

Exhibit A – Scope of Services

Exhibit A-1 – Request for Qualifications

Exhibit B and B-1– Budget and Budget Narrative

Exhibit C – Resource Table

Exhibit D – Statement of Fiscal Agent Responsibility (if applicable)

Exhibit E – Service Partner Agreement(s)

Exhibit F – Proof of Non-Profit Status (IRS Determination Letter 501(c)(3))

Exhibit G – Overhead Rate Documents (if applicable)

Exhibit H – Most Recent Financial Audit or Statement

Exhibit I – Certification of Assurances

Exhibit J – Insurance Requirements

Exhibit K and K-1 – Resolution/Signing Authority

Exhibit L – Operational Team Memorandum of Understanding