



AGENDA ITEM NO.

COUNCIL MEETING                      04/08/08

APPROVED BY \_\_\_\_\_

DEPARTMENT DIRECTOR \_\_\_\_\_

CITY MANAGER \_\_\_\_\_

DATE                      April 8, 2008

FROM:                    JERRY P. DYER, Chief of Police  
Police Department

BY:                        TOM LABAND, Lieutenant  
Police Department

SUBJECT:    APPROVE A NEW SERVICE AGREEMENT BETWEEN THE CITY OF FRESNO AND  
GLORYBOUND WORLD OUTREACH/MSS TO PROVIDE WEEKLY GRAFFITI  
ABATEMENT UNDER THE MAYOR'S NEIGHBORHOOD QUALITY OF LIFE INITIATIVE  
(NQLI)

**KEY RESULT AREA**

Graffiti abatement in the City of Fresno.

**RECOMMENDATIONS**

It is recommended that City Council approve the Agreement between the City of Fresno and Glorybound World Outreach/MSS (GWO/MSS) for a one-year period beginning in 2008. GWO/MSS also provided services under an NQLI Service Agreement in 2007. The combined amount for compensation and supplies in this 2008 Agreement and the combined total of the two Service Agreements exceeds \$50,000.00, which requires approval by the City Council under Fresno Municipal Code Section 4-107.

**EXECUTIVE SUMMARY**

GWO/MSS provides an employment training program for disadvantaged young adults. This program provided excellent graffiti abatement services for the area of El Dorado Street to Golden State Boulevard to North Avenue to Walnut Avenue to Jensen Avenue to Elm Avenue to "B" Street during 2007. For the 2008 Service Agreement, GWO/MSS has accepted additional areas of responsibility for less compensation (see Exhibit A of the Service Agreement).

This Agreement will begin upon execution of the Service Agreement. The Agreement includes provisions for all participating organizations to provide accountability for performance of services.

**KEY OBJECTIVE BALANCE**

The Service Agreement between the City of Fresno and GWO/MSS balances the three key objectives of prudent financial management, employee satisfaction, and customer satisfaction by providing for regular graffiti abatement by the GWO/MSS at a cost below that of hiring full-time personnel. It benefits the community by involving the community in effective community beautification, and allows full-time Graffiti Bureau personnel to concentrate on graffiti abatement requiring their special equipment and access.

## **BACKGROUND**

The Mayor's Neighborhood Quality of Life Initiative provides funding and equipment for GWO/MSS to use for regular graffiti abatement in designated neighborhoods, which benefits the Fresno Police Department, the City of Fresno, and the community. It is in the best interest of all parties that the program continues uninterrupted at the current level. GWO/MSS has participated in this program for one year, and has demonstrated a proactive and consistent commitment to graffiti abatement.

## **FISCAL IMPACT**

The total cost for this Service Agreement is \$56,825.41 (compensation plus equipment and supplies), with 25% (\$14,206.35) from the current FY 2008 Police Department Graffiti Bureau's budgeted general fund monies, and with 75% (\$42,619.06) included in the proposed FY 2009 Police Department budget.

The Service Agreement allows for termination, if "federal, state or local funding sources are diminished or withdrawn during the term of the Agreement."

TL:jgm  
03/26/08

SERVICE AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
NEIGHBORHOOD QUALITY OF LIFE INITIATIVE

THIS AGREEMENT is made and entered into effective the \_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and GLORYBOUND WORLD OUTREACH/MSS, a California nonprofit organization (hereinafter referred to as "RECIPIENT").

**RECITALS**

WHEREAS, in addressing the ever increasing level of graffiti vandalism facing the citizens of the City of Fresno, CITY has allocated funds, equipment and materials for its Neighborhood Quality of Life Initiative ("NQLI"); and

WHEREAS, CITY has determined that nonprofit organizations are strategically scattered throughout the City of Fresno community and are uniquely situated to address the graffiti problems in their respective neighborhoods by removing the graffiti, and educating youth and others in their neighborhood as to the harmful effects of graffiti for the purpose of deterring future acts of graffiti vandalism; and

WHEREAS, for the purpose of focusing the resources of the NQLI where needed, CITY has established neighborhood areas within the incorporated limits of the City of Fresno based upon the historical number of graffiti incidents in each; and

WHEREAS, CITY has contacted multiple nonprofit organizations within each of the areas to inform them of the funding, equipment and material available through the NQLI and have encouraged them to submit applications and proposals for programs that address the graffiti problems in their respective area; and

WHEREAS, RECIPIENT has submitted an application for NQLI funding, equipment and/or materials, and a proposal to provide the program and services as described in **Exhibit A**, hereinafter referred to as the "Program;" and

WHEREAS, RECIPIENT represents it is capable of providing the Program and CITY is willing to provide NQLI funding, equipment and material for the Program subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CITY'S current fiscal year (ending June 30) budget allocates and makes available NQLI funding for the services and activities covered by this Agreement; and

WHEREAS, RECIPIENT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and the NQLI.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained, and for other good and valuable consideration hereby acknowledged,

it is mutually agreed as follows:

1. Contract Administration. This Agreement shall be administered for CITY by its Chief of Police through his/her designee, the Department's Deputy Chief of the Support Division (hereinafter referred to as "Administrator"), who shall be RECIPIENT'S point of contact and to whom RECIPIENT shall report.

2. Scope of Services. RECIPIENT shall provide the Program and perform to the satisfaction of CITY those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein. In performing the services, RECIPIENT shall comply with the NQLI "Rules and Regulations" incorporated by reference as if set forth herein. RECIPIENT acknowledges receipt of a copy of such "Rules and Regulations" prior to its execution of this Agreement.

3. Effective Date and Term of Agreement. It is the intent of the parties that this Agreement be for a term of one year effective as of the Effective Date, as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of the Effective Date and shall end on the one year anniversary date of the Effective Date, which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment.

(a) CITY shall pay RECIPIENT a total sum of \$49,000.00 for satisfactory performance of the services and expenses rendered therefore as set forth in **Exhibit B**. Such payment shall be made in 4 equal installments and shall not exceed one quarter of the total allowable expenditure under this Agreement. The first installment may be released following the execution of this Agreement by the parties hereto. The subsequent remaining installments may be released respectively on the sixteenth of the month following each preceding quarter of this Agreement, provided, however, any such installment shall be subject to RECIPIENT meeting performance criteria in Section 9(a)(5), below, to the satisfaction of Administrator. Statements for payment due from CITY shall be payable in the normal course of CITY business and shall be subject to CITY withholding 10% from each payment pending receipt and acceptance by CITY of all work product and performance of RECIPIENT pursuant to this Agreement. CITY shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(b) The Administrator may, in his/her sole discretion, agree in writing to revise the payment schedule in Subsection (a), above, upon RECIPIENT'S showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the total amount provided for in Subsection (a), and any amounts advanced are authorized and appropriated for that fiscal year of the CITY covering the period for which an advance is proposed.

(c) Any funds paid by CITY hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of CITY and shall be remitted to CITY within 10 days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to CITY. Upon any dissolution of RECIPIENT, all funds advanced pursuant to this Agreement and not expended shall be returned, with interest, to CITY, notwithstanding any bylaws or Articles of Incorporation of RECIPIENT to the contrary.

(d) As additional compensation for providing graffiti abatement services, CITY shall provide any NQLI equipment and materials as set forth in **Exhibit B-1** to RECIPIENT to assist the RECIPIENT in abating graffiti. Once possession of any equipment or materials is transferred from the CITY to the RECIPIENT, title to said equipment and materials shall transfer to the RECIPIENT who accepts said equipment and materials "AS IS" from CITY, and without any warranties whatsoever. RECIPIENT shall cooperate in the preparation of any documentation necessary to transfer title to said equipment and materials to RECIPIENT.

(e) The total of funds and value of the equipment and materials the CITY provides to RECIPIENT, hereunder, shall not exceed \$50,000.00. For purposes of this Agreement, the value of any equipment and materials shall be the actual cost paid by CITY for such equipment and materials. RECIPIENT shall use the funds, equipment and materials provided by CITY solely for the purpose of providing the services required under Section 2 of this Agreement.

5. Notification of Significant Events.

(a) In the event any funding, equipment or materials provided by a party other than CITY for the Program or services being performed by RECIPIENT is suspended, reduced or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 6 below. RECIPIENT shall notify CITY in writing within 7 days if any of the following events occur:

- (i) Suspension, reduction or withdrawal of RECIPIENT'S funding, equipment or materials by other source(s).
- (ii) Addition or resignation of any of RECIPIENT'S Board of Director members.
- (iii) Resignation or termination of any of RECIPIENT'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.

(b) The Administrator may, in his/her sole discretion, stay such suspension of the Agreement for a period not to exceed 30 days to allow RECIPIENT to either (i) submit a new service/funding plan for evaluation by Administrator who may accept or reject in his/her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service/funding plan, then such plan will be subject to the requirements in Section 13 below.

6. Suspension or Termination.

(a) In addition to other provisions of this Agreement, the Administrator may suspend or terminate this Agreement in whole or in part where, in the determination of Administrator, any one or more of the following occur:

- (i) There is an illegal or improper use of funds, equipment or materials.

- (ii) There is a failure to comply with any term, covenant or condition of this Agreement.
- (iii) There is submitted to CITY report(s) which are incorrect or incomplete in any material respect.
- (iv) The services are incapable of or are improperly being performed.
- (v) Federal, state or local funding sources are diminished or withdrawn during the term of the Agreement.
- (vi) Refusal of RECIPIENT to accept change under Section 13.
- (vii) Failure of RECIPIENT to maintain any required insurance.
- (viii) There is a Section 5 suspension of this Agreement.
- (ix) Administrator determines to terminate this Agreement, without cause, and for convenience of CITY.

(b) In the case of suspension under Subsection (a) above, CITY shall advise RECIPIENT of such suspension, in writing, and specify the curative actions that must be taken.

(c) In the case of termination under Subsection (a) above, CITY shall provide 10 days written notice unless otherwise expressly provided in this Agreement. If the Agreement is terminated without cause and for CITY'S convenience, RECIPIENT will be paid the actual expenses incurred for services satisfactorily performed by RECIPIENT up to and including the date of termination. If this Agreement is terminated with cause for any of the remaining occurrences in Subsection (a) above, CITY'S obligation to make payments hereunder shall cease and CITY shall be possessed of all rights and remedies available in contract, law and equity.

(d) In no event shall any payment, or providing of equipment or materials, by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement or any default which may then exist on the part of RECIPIENT; nor shall such payment, or providing of equipment or materials, impair or prejudice any remedy available to CITY with respect to the breach or default.

(e) CITY expressly reserves the right to demand of RECIPIENT the repayment to CITY of any funds, and the value of any equipment and materials disbursed to RECIPIENT under this Agreement which, in the judgment of CITY, were not expended or used in accordance with the terms of this Agreement, and RECIPIENT agrees to promptly refund any such funds and such value within 10 days of CITY'S written demand.

(f) As an alternative to repayment to CITY of the value of any equipment and materials, CITY expressly reserves the right in its sole discretion to demand of RECIPIENT the return to CITY of any equipment or materials provided to RECIPIENT under this Agreement which, in the judgment of CITY, were not used in accordance with the terms of this Agreement, and RECIPIENT agrees to promptly return any equipment or materials within 10 days of CITY'S written demand free of any liens or encumbrances. RECIPIENT shall prepare any documentation necessary to transfer title to said equipment and materials to the CITY.

7. Indemnification.

(a) RECIPIENT shall indemnify, defend, and hold harmless CITY, and each of its officers, officials, employees, agents and volunteers (each, an "INDEMNITEE" and collectively, "INDEMNITEES"), from and against all claims, demands, obligations, damages (whether in contract, tort or strict liability, including, without limitation, damages for personal or bodily injury, sickness, disease or death to person or damage to property including the loss of use therefrom), actions in law or equity, causes of action, suits, losses, judgments, fines, penalties, forfeitures, assessments, liabilities, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) of every kind and nature whatsoever (each, a "Claim" and collectively, "Claims") arising directly or indirectly from the negligence or willful misconduct of RECIPIENT, its directors, officers, employees and volunteers (collectively, "INDEMNITOR") in performing or providing the services under this Agreement.

(b) The duty to defend, hereunder, is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of RECIPIENT. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to RECIPIENT. Payment to RECIPIENT by any INDEMNITEE or the payment or advance of defense costs by any INDEMNITEE shall not be a condition precedent to enforcing such INDEMNITEE'S rights to indemnification hereunder.

(c) RECIPIENT'S liability for indemnification, hereunder, is in addition to any liability RECIPIENT may have to CITY for a breach by RECIPIENT of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement or in any applicable insurance policies, or shall the limits on the amount or type of damages, compensation or benefits payable by or for RECIPIENT under the workers' compensation, disability or other employer benefits laws be construed to limit RECIPIENT'S indemnification obligation or any other liability hereunder.

(d) If RECIPIENT should subcontract all or any portion of the services to be provided, RECIPIENT shall require each subcontractor to indemnify, defend, protect and hold harmless the INDEMNITEES in accordance with all provisions of this section.

(e) This section shall survive expiration or termination of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, RECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized, and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, RECIPIENT or any of its subcontractors fail 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 RECIPIENT 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 RECIPIENT 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 RECIPIENT shall not be deemed to release or diminish the liability of RECIPIENT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify INDEMNITEES 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 RECIPIENT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the INDEMNITOR.

(d) Upon request of CITY, RECIPIENT 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.

(e) If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

#### 9. Records, Reports and Inspection.

(a) RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY and generally accepted accounting principles, with respect to all matters covered by this Agreement.

(1) RECIPIENT shall send weekly Activity Reports to the Administrator not later than 10:00 a.m. on Friday of each week of the Agreement. Such reports shall clearly document all Program activities including, without limitation, progress towards achieving agreed upon outcomes.

(2) RECIPIENT shall send quarterly Financial Reports to the Administrator not later than the fifteenth of each month following each quarter's performance. Such reports shall include, without limitation, a line-item documentation of all claimed Program expenses on worksheets provided by the Administrator.

(3) Except as otherwise authorized by CITY, RECIPIENT shall retain such records for a period of 3 years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later.

(4) RECIPIENT shall receive and cooperate with a site inspection each month of the Agreement from the duly appointed representative of the Administrator consisting of a tour of the Program area for service described in **Exhibit A** and review of work sites.

(5) Each of the following criteria will be considered by Administrator following each quarter of the Agreement for the purpose of determining in his/her sole discretion as to whether or not to continue installment payments pursuant to this Agreement based upon RECIPIENT'S performance in the preceding quarter.

- (i) Fulfillment of stated goals in **Exhibit A**.
- (ii) Total weeks of graffiti abatement activity performed during the quarter (13 weeks).
- (iii) Number of participant hours expended.
- (iv) Number of tags removed.
- (v) Quantity of supplies used consistent with the description in **Exhibit B**.
- (vi) Records of activity in Program area of service described in **Exhibit A** from CITY'S Graffiti Abatement Team.
- (vii) Full cooperation by RECIPIENT with the duly appointed representative of Administrator.
- (viii) Reporting consistency (timeliness, dependability).

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

(c) RECIPIENT, at such times and in such forms as CITY may require, shall furnish to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement.

(d) During the life of this Agreement and for a period of 3 years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later, RECIPIENT shall, at any time during normal business hours and as often as CITY may deem necessary, make available to CITY within the City of Fresno and permit CITY and CITY'S representatives to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. RECIPIENT shall also permit and cooperate with on-site monitoring and personal interviews of participants, RECIPIENT'S staff, and employees by Administrator and other CITY representatives.

(e) This section shall survive expiration or termination of this Agreement.

10. Fiscal Compliance. Any provisions elsewhere in this Agreement to the contrary notwithstanding, RECIPIENT shall comply with all applicable fiscal procedures and regulations of CITY and CITY'S Controller in the expenditure of funds under this Agreement. Such expenditures shall also be authorized by the budget contained in **Exhibit B** and no budget line item changes will be made without prior written approval of the Administrator and in accordance with Section 13 below.

11. Subcontracts.

(a) RECIPIENT may propose contracts with one or more third parties (subcontractors) to carry out a portion of those services described in **Exhibit A** insofar as it seems proper or efficient; provided, however, that all such contracts shall be in writing and approved in writing by the Administrator prior to execution and implementation.

(b) An executed copy of every such subcontract approved by the Administrator shall be provided to CITY prior to implementation for retention in CITY'S files.

(c) RECIPIENT is responsible to CITY for the proper performance of any subcontract. No such subcontract shall relieve RECIPIENT of its obligations under this Agreement.

(d) Any subcontract shall be subject to the same terms and conditions of this Agreement including, without limitation, Sections 7, 8, 9, 10, 12, 14, 15, 16, 17 and 18.

(e) No officer or director of RECIPIENT shall have any direct or indirect financial interest in any subcontract made by RECIPIENT or in any loan, purchase of property, or any other arrangement made by RECIPIENT, by whatever name known.

12. Conflict of Interest and Non-Solicitation.

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

(b) RECIPIENT shall comply, and require its subcontractors to comply, with all applicable 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 anytime, upon written request of CITY, RECIPIENT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, RECIPIENT and the respective subcontractor(s) are in full compliance with all laws and regulations. RECIPIENT 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, RECIPIENT shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, RECIPIENT shall not employ or retain the services of any person while such person either is employed by 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) RECIPIENT 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.

13. Amendment. This Agreement shall not be modified except by written amendment signed by authorized representatives of the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by RECIPIENT to accept the change is grounds for termination of this Agreement. Whenever approval of the City Council is required by law or regulation, such approval is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion; and (iii) changes to the insurance requirements specified in **Exhibit C** approved by CITY'S Risk Manager in his/her sole discretion.

14. Copyrights/Patents.

(a) If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. CITY reserves a royalty-free, nonexclusive, irrevocable and assignable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

(b) Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to CITY for determination by CITY as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved henceforth onto CITY), shall be imposed and administered, in order to protect the public interest.

15. Political Activity Prohibited. None of the funds, equipment, materials or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

16. Religious Activity Prohibited. None of the funds, equipment, materials or services provided directly or indirectly under this Agreement shall be used for any religious activity, including but not limited to religious worship, instruction, or proselytization, or to purchase religious materials.

17. Participation in Religious Activities. RECIPIENT shall not require those individuals or entities receiving the graffiti abatement services funded, in whole or in part, by this Agreement to attend or take part in any religious activities. Furthermore, RECIPIENT shall take reasonable steps to insure that functions or activities funded with NQLI funds are separate in time or in location from functions or activities that are inherently religious, such as religious worship, instruction, or proselytization.

18. Lobbying Prohibited. None of the funds, equipment or materials provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before any legislative body.

19. 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. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

20. Nondiscrimination. To the extent required by controlling federal, state and local law, RECIPIENT 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, RECIPIENT agrees as follows:

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

(b) RECIPIENT 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, unless permitted under applicable federal and state law, including but not limited to 42 U.S.C §§ 2000 et seq. or California Government Code §§ 12900 et seq. RECIPIENT 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 RECIPIENT'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. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of RECIPIENT 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, unless permitted under applicable federal and state law, including but not limited to 42 U.S.C §§ 2000 et seq. or California Government Code §§ 12900 et seq.

(d) RECIPIENT 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 RECIPIENT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21. Independent Contractor.

(a) In the furnishing of the services provided for herein, RECIPIENT is acting solely as an independent contractor. Neither RECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which RECIPIENT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that RECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between RECIPIENT and CITY. RECIPIENT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, RECIPIENT shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, RECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. RECIPIENT 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, RECIPIENT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of RECIPIENT'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 CITY employment benefits, entitlements, programs and/or funds offered employees of 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, RECIPIENT may be providing services to others unrelated to CITY or to this Agreement.

22. 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.

23. 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.

24. Assignment.

(a) This Agreement is personal to RECIPIENT and there shall be no assignment by RECIPIENT of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by RECIPIENT, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

(b) RECIPIENT hereby agrees not to assign the payment of any monies due RECIPIENT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due RECIPIENT directly to RECIPIENT.

25. Compliance with Law and NQLI. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all 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 life of this Agreement.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 any party, but rather by construing the terms in accordance with their generally accepted meaning.

31. 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.

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

33. 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.

34. 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.

35. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

36. Recycling Program. In the event RECIPIENT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, RECIPIENT at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY'S Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY'S Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact CITY'S Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of CITY'S Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

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

CITY OF FRESNO,  
a California municipal corporation

GLORYBOUND WORLD OUTREACH/ MSS,  
a California nonprofit organization

By: \_\_\_\_\_  
Keith Foster, Deputy Chief  
Fresno Police Department

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

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

ATTEST:  
REBECCA E. KLISCH  
City Clerk

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

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

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

APPROVED AS TO FORM:  
JAMES C. SANCHEZ  
City Attorney

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

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

By: \_\_\_\_\_  
Nancy A. Algier                      Date  
Senior Deputy

Addresses:

CITY:  
City of Fresno  
Attention: Deputy Chief Keith Foster  
Fresno Police Department  
2323 Mariposa Mall  
Fresno, CA 93721  
Phone: (559) 621-2200  
FAX: (559) 498-5168

RECIPIENT:  
Glorybound World Outreach/ MSS  
Attention: Bishop Hall, Bishop  
916 Waterman Avenue  
Fresno, CA 93706  
Phone: 559-266-8812  
FAX: 559-289-4696

Attachments:

1. Exhibit A - Program Description and Services
2. Exhibit B - Budget Summary
3. Exhibit B-1 – Equipment and Materials Summary
4. Exhibit C - Insurance Requirements
5. Exhibit D - Conflict of Interest Disclosure Form

[Insert Exhibits A, B and B-1]

City of Fresno

**NEIGHBORHOOD QUALITY OF LIFE INITIATIVE (NQLI)**

**Exhibit A: PROGRAM DESCRIPTION AND SERVICES (PROPOSAL)**

<b>Organization</b>	Glory Bound World Outreach/MSS	<b>Key Contact</b>	Bishop Bernard Hall
<b>Office Phone</b>	559-266-8812	<b>Cell Phone</b>	559-289-4696
<b>FAX</b>	559-266-0771	<b>E-mail</b>	gbministry@sbcglobal.net

**Program Description:** Describe briefly your program for meeting the three expected outcomes listed herein.

**Describe the AREA you will service (attach map):**

- **Natural boundaries (specific streets/ railroad tracks, canals, etc.)?**  
Our boundaries includes from Palm/Shields/Cedar/Jensen/Golden State/Fruit/Clinton.
- **Does the area have a common name (ie, "Mayfair," "River park," "Tower District," etc.)?**  
The name of the area is South West Fresno.
- **Number of public schools? Names of those schools?** Public Schools are not included in our program.
- **Describe area: Commercial? Residential? Churches? Freeways? Side streets? We provide services for commercial buildings, Residential Homes, Alleys, Side Streets and side Walks.**
- **Most common graffiti locations (sidewalks, buildings, fences, signs, etc.)?** Services also include signs, Garbage Cans, Fences and personal property.
- **Policing district?** Southwest Policing District., Central Policing District, Southeast Policing District

**Describe the PLAN for servicing your area:**

- **How many days per week will you conduct abatement?** We will conduct abatement once a week.
- **How many hours will you conduct abatement each day?** A total of two hours.
- **How much of your designated area will you clean each week?** We will clean all of the area that we designate. Main thoroughfares, hot spots, special request by public and city of Fresno. 20%

**Describe the PLAN meeting the outcomes of personnel recruitment, maintaining institutional integrity, and community outreach:**

**Outcome 1. Recruit Personnel**

**Describe your personnel:**

- **Number of participants (total).** The total number of participants involves twenty nine individuals.
- **Age range.** The ages range from 16-21 years old.
- **Source of personnel** The source of personnel is advertisement including Churches and the Community.
- **Recruiting plans, etc.** Our recruiting plans include local Churches and schools.
- **Training plans** The training includes Life Skills and job readiness.

**Outcome 2. Maintain Institutional Integrity**

**Describe your capacity to execute your operational plan:**

- **Abatement supervisors (with contact numbers)** Bishop Bernard Hall, Telephone number 559-289-4696
- **Financial officer (with contact numbers)** Pastor Lee Pointer, Telephone number 559-260-8850
- **Adequate communications (telephone, fax, cell phone, e-mail)** We can be reached at 559-266-8812, Fax number 559-266-0771, email gbministry@sbcglobal.net
- **Vehicles for abatement and transportation activities** Transportation will be provided by parents and children.
- **Paint equipment** (sprayers, compressors, power washers, etc.)
- **Storage facilities address (must be secure).** We operate with three first aid kits, a graffiti kit, and paint. Rollers covers, roller handles, and paint brushes.
- **Capacity to provide information to investigators concerning graffiti crimes** As we are provided with the information concerning graffiti crimes we are to report that information.

- **Provision for submitting weekly activity reports and quarterly financial reports** (computer, Microsoft Office software, e-mail, fax machine) we provide pictures of graffiti patterns, also we are able to provide weekly activity reports via e-mail or fax no later than 10 am every Friday.
- **Provision for submitting weekly activity reports and quarterly financial reports.** Computer, Microsoft Office software, e-mail, fax machine. We also are able to submit weekly activity reports via e-mail or fax.
- **Institutional history of community impact (past graffiti abatement performance, if reapplying).**  
Our activities include, After school program. Mentoring and grief counseling.
- **Three (3) business references** One By One Leadership 559-233-200 Ext 103, Sylvester Hall 559-426-5461, Southwest Police District.
- **Workers Compensation insurance acceptable to City of Fresno Risk Management for all employees and volunteers** We provide Workers Compensation for all volunteers and employees. See Exhibit C.
- **Auto insurance acceptable to City of Fresno Risk Management on all vehicles used to transport personnel for graffiti abatement, or used for any graffiti abatement, with City of Fresno as co-insured on policies** We do not own any vehicles that will be used in this project.
- **Are you a 501(c)(3) not-for-profit organization? If so, provide number.** 77-0420831

### **Outcome 3: Community Outreach**

Describe your plans for participating in outreach events and activities (i.e., school fairs, block parties, etc.), and plans for working with the Graffiti Bureau and other community organizations.

- **Describe how you will assist and participate with the Graffiti Bureau in area-wide or city-wide graffiti abatement events.** We have already collaborated in two major events with Fresno City and more welcome opportunities as well.
- **Describe how you will assist and inform businesses and educational institutions in area of service concerning graffiti abatement efforts and opportunities.** We will assist in advertising letting the community know what our program is offering through flyers and door to door services.

City of Fresno

**NEIGHBORHOOD QUALITY OF LIFE INITIATIVE (NQLI)**

**Exhibit B: BUDGET SUMMARY (BUDGET & EXPENSES PROPOSAL)**

<b>Organization</b>	Glory Bound World Outreach/MSS	<b>Key Contact</b>	Bishop Bernard Hall	
<b>Office Phone</b>	559-266-8812	<b>Cell Phone</b>	559-289-4696	
<b>FAX</b>	559-266-0771	<b>E-mail</b>	gbministry@sbcglobal.net	
<b>Funding Sources (other than City of Fresno):</b> List here all other sources of revenue (i.e., donations, other agencies) for the Program and total revenue from each source.				
General Fund			\$0.00	
Donations			\$0.00	
<b>Total</b>			<b>\$0.00</b>	
<b>Budget &amp; Expenses Proposal</b>				
Include in the proposal the detail of any costs/expenses that your organization may incur in rendering activities described in Exhibit A "Program Description and Services (Proposal)". Include those costs which will be funded from revenue sources other than the City in column "Costs A". Include those costs for which you are requesting funding from the City as the revenue source in column "Costs B".				
<b>NOTE:</b> NQLI funds <i>may not</i> be used to supplement general fund budgets or supplant other funding. NQLI funding may only be used to conduct abatement and outreach activities directly related to graffiti abatement.				
<b>ITEMS</b>	<b>DESCRIPTIONS</b>		<b>COSTS "A"</b>	<b>COSTS "B"</b>
<b>Labor</b>	State the number of person-hours to be devoted to removing graffiti, including administration, community outreach, and labor associated with actual removal of graffiti. Provide detail of personnel, position, salaries, and benefits.			
	Director		\$0.00	\$9,700.00
	Bookkeeper		\$0.00	\$1,920.00
	Supervisor		\$0.00	\$14,400.00
	Additional Management		\$0.00	\$5,400.00
	Additional Workers		\$0.00	\$12,824.00
	Fringe Benefits (FICA, SUI, Workers Comp, etc.)		\$0.00	\$0.00
	<b>Labor Subtotal</b>		<b>\$0.00</b>	<b>\$44,244.00</b>
<b>Equipment</b>	List the transportation and cost of transportation associated with graffiti removal including but not limited to rental cost and fuel. Also cost for equipment used in the removal of graffiti including but not limited to: airless paint sprayers, first aid equipment, etc.		<b>COSTS "A"</b>	<b>COSTS "B"</b>
	Vehicle		\$0.00	\$0.00
	Maintenance		\$0.00	\$0.00
	Fuel		\$0.00	\$0.00
	Insurance		\$0.00	\$4,219.00
	Other equipment		\$0.00	\$0.00
	Other Supplies		\$0.00	\$0.00
	<b>Equipment Subtotal</b>		<b>\$0.00</b>	<b>\$4,219.00</b>
<b>Office Expense</b>	List the office supplies, equipment and facilities (including office space and storage) devoted to office administration of the graffiti removal program. Also, include outreach expenses.		<b>COSTS "A"</b>	<b>COSTS "B"</b>
	Computer		\$0.00	\$0.00
	Photocopies		\$0.00	\$200.00
	Office Supplies		\$0.00	\$137.00
	Office Space		\$0.00	\$200.00
	<b>Office Expense Subtotal</b>		<b>\$0.00</b>	<b>\$537.00</b>
<b>Miscellaneous</b>	List any additional items and their cost associated with the program such as insurance.		<b>COSTS "A"</b>	<b>COSTS "B"</b>
	Utilities		\$0.00	\$0.00
	<b>Miscellaneous Subtotal</b>		<b>\$0.00</b>	<b>\$0.00</b>
	<b>SUBTOTAL</b>		<b>\$0.00</b>	<b>\$49,000.00</b>

City of Fresno  
**NEIGHBORHOOD QUALITY OF LIFE INITIATIVE (NQLI)**

**Exhibit B-1: EQUIPMENT AND MATERIALS SUMMARY**

<b>Organization</b>	Glory Bound World Outreach/MSS	<b>Key Contact</b>	Bishop Bernard Hall
<b>Office Phone</b>	559-266-8812	<b>Cell Phone</b>	559-289-4696
<b>FAX</b>	559-266-0771	<b>E-mail</b>	gbministry@sbcglobal.net
<b>Budget Proposal:</b>	Include in the proposal any of the following equipment or materials that your organization is requesting the City to provide for rendering the activities described in Exhibit A "Program Description & Services (Proposal)"		
<b># ITEMS</b>	<b>EQUIPMENT</b>	<b>\$ Value</b>	
	Each graffiti kit contains: 8oz. solvent in spray bottle, 1 brush, 1 rag, 1 pair safety goggles, 1 pair gloves.). Also, estimate the amount and cost of additional materials		
36	Graffiti kits (\$22.50 each)	\$810.00	
25	Utility brush (\$6.50 each)	\$162.50	
3	Sensitive Surface Solvent (\$44.50 per gallon)	\$133.50	
3	Felt Pen Fadeout Solvent (\$36.50 per gallon)	\$109.50	
3	Bare Brick & Stone Solvent (\$39.00 per gallon)	\$117.00	
54	Roller covers (6"x1 1/2") (\$1.45 each)	\$78.30	
54	Roller handle- (6"X14") (\$2.08 each)	\$112.32	
5	Roller covers (9"x1 1/2") (\$10.07 per case of 12)	\$50.35	
54	Roller handle- (9") (\$2.37 each)	\$127.98	
20	White Paint (\$72.72 for 5 gallon bucket)	\$1,454.40	
4	Brown Paint (\$72.72 for 5 gallon bucket)	\$290.88	
20	Grey Paint (\$72.72 for 5 gallon bucket)	\$1,454.00	
4	Green Paint (\$72.72 for 5 gallon bucket)	\$290.88	
24	Beige Paint (\$72.72 for 5 gallon bucket)	\$1,745.00	
9	Paint brush (\$10.77 for 6)	\$96.93	
25	Aerosol paint (\$2.75 each) (black, green, silver, blue)	\$68.75	
12	Gloves (\$5.12 per box of 100) (L or XL)	\$61.44	
150	Scrubbing pads (\$0.90 each)	\$135.00	
6	Paint masks (\$19.90 for 10)	\$119.40	
36	Goggles (\$1.73 each)	\$62.28	
3	Rags (\$115.00 per case)	\$345.00	
<b>SUBTOTAL</b>		<b>\$7,825.41</b>	
		Costs & Value	
<b>(Total of Subtotals from Exhibit B – Costs "B" and Exhibit B-1) TOTAL</b>		<b>\$56,825.41</b>	

## Exhibit C

### **INSURANCE REQUIREMENTS** **Service Agreement between City of Fresno** **and Glorybound World Outreach/MSS** Neighborhood Quality of Life Initiative PROJECT TITLE

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include 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 California Labor Code and Employer’s Liability Insurance.

#### **Minimum Limits of Insurance**

RECIPIENT shall maintain limits of liability of not less than:

1. General Liability:  
\$1,000,000 per occurrence for bodily injury and property damage  
\$1,000,000 per occurrence for personal and advertising injury  
\$2,000,000 aggregate for products and completed operations  
\$2,000,000 general aggregate
2. Automobile Liability:  
\$1,000,000 per accident for bodily injury and property damage
3. Employer’s Liability:  
\$1,000,000 each accident for bodily injury  
\$1,000,000 disease each employee  
\$1,000,000 disease policy limit

### **Umbrella or Excess Insurance**

In the event RECIPIENT 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).

### **Deductibles and Self-Insured Retentions**

RECIPIENT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and RECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) RECIPIENT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her 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**

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. RECIPIENT'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: RECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, RECIPIENT 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, RECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

### **Other Requirements**

RECIPIENT'S owned or leased property or property in its care, custody and control, will be at the risk of RECIPIENT only and CITY will not be liable for any damage thereto or theft thereof. Further, RECIPIENT waives its right of recovery, and its insurers also waive their right of recovery, against CITY for loss of its owned or leased property or property in its care, custody and control. The phrase "owned or leased property or property in its care, custody and control" shall include, without limitation, documents, tools, equipment, fixtures, materials and parts.

### **Acceptability of Insurers**

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

### **Verification of Coverage**

RECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. The words "endeavor to" and "but the failure to do so shall impose no obligation upon the insurer, its agents or representatives" shall be deleted or eliminated from the Cancellation wording in the lower right hand corner of the certificate.

**Exhibit D**

**DISCLOSURE OF CONFLICT OF INTEREST**  
**Neighborhood Quality of Life Initiative**

PROJECT TITLE

		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: \_\_\_\_\_  
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 Signature  
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 (company)  
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 (address)  
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 (city state zip)

Additional page(s) attached.