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12/19/2013

**GRANT AGREEMENT  
CITY OF FRESNO, CALIFORNIA  
AND THE CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION**

THIS AGREEMENT is entered into effective the 1st day of January, 2014, by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION, a California nonprofit public benefit corporation ("CONTRACTOR").

**RECITALS**

WHEREAS, CITY submitted an application to Board State and Community Corrections (BSCC), for \$500,000, in grant funds through the 2013-14 California Gang Reduction, Intervention and Prevention ("CalGRIP") Program for Cities funded by the CalGRIP Initiative ("Program"); and

WHEREAS, the Program is generally intended to fund local collaborative efforts to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities; and

WHEREAS, upon award of grant funds and entry by CITY into a grant agreement as may be subject to a grant program modification ("Grant Agreement") with the State of California consistent with the Program, CITY intends through its Police Department ("FPD") to work with CONTRACTOR for the purpose of providing the grant evaluation. California State University, Fresno criminology professors and graduate student assistants will conduct the research-led planning and data-driven evaluation of the grant funded programs (Mayor's Gang Prevention Initiative, Fresno County Equal Opportunities Commission: Tattoo Removal Program, Fresno Barrios Unidos: El Joven Noble Program, and Care Fresno); and

WHEREAS, CITY and CONTRACTOR believe that development and implementation of the Services, as described herein, will further the above goals, and to this end agree to coordinate and provide the services as described herein; and

WHEREAS, performance of the services by CONTRACTOR will be of benefit to CITY and the public interest.

**AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, and the mutual covenants and consideration as hereby acknowledged, the parties mutually agree as follows:

**1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS**

CITY:  
Fresno Police Department  
Lieutenant David Newton  
2326 Fresno St.  
Fresno, CA 93721

CONTRACTOR:  
California State University, Fresno Foundation  
Linda Christian, Post-Award Supervisor  
4910 N. Chestnut Ave.  
Fresno, CA 93726-1852

CITY CLERK, FRESNO, CA

2014 MAY 23 PM 2 34

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## 2. ROLES AND RESPONSIBILITIES

A. FPD, acting as CITY's representative, subject to all applicable constitutional and local law requirements, shall:

1. Act as the lead agency to administer the funds from the Grant Agreement with regard to this AGREEMENT.
2. Assist CONTRACTOR as needed with accessing project related information and/or data needed to adequately evaluate project objectives, practices, and strategies.
3. Meet once per month, or more as may be determined by FPD, with CONTRACTOR to coordinate, resolve problems, determine timetables, discuss implementation and strategies, and address any other issues related to provision of Services by CONTRACTOR.

B. CONTRACTOR shall conduct local evaluation and data analysis for the grant funded project (collectively "Services") during the term of this AGREEMENT. In this regard CONTRACTOR, acting as direct provider of the Services, shall:

1. Act as the lead agency in coordinating and implementing Services evaluating grant funded projects.
2. Document all meetings, interviews and studies, and provide said documentation to FPD as required by this AGREEMENT and by the Grant Agreement.
3. Provide an integrated team of criminology professors and graduate student assistants in a research-led planning and data-driven evaluation of local gang intervention programs.
4. Evaluate each program to ensure the program is being implemented according to its original plan and is serving the needs of the community and target populations to include:
  - o Multiple data sources. For example, police reports, surveys, and interviews will be accessed to obtain valid and reliable outcome measures.
  - o Sophisticated statistical models with appropriate controls for rigorous and thorough assessment of the causal effects of the programs.
5. Ensure evidence-based practices and adequate evaluations are implemented throughout the course of the proposed project, by expert researchers in criminology and evaluation research; with quality data obtained from multiple sources; utilizing proper research designs.
6. Employ sophisticated statistical models and innovative research designs in order to thoroughly and properly evaluate the outcome of each program.
7. Utilize additional statistical analysis techniques which will properly and thoroughly evaluate the impact of the programs on the community and target populations.
8. Meet once per month, or more as FPD may determine is needed, with FPD/MGPI (Mayor's Gang Prevention Initiative), to coordinate CONTRACTOR's obligations under this AGREEMENT, including the provision of Services, the resolution of problems, determination of timetables, discussion of implementation, evaluation of effectiveness, and to address any other issues related to provision of Services by CONTRACTOR.
9. As applicable, procure all permits and licenses necessary to provide the Services, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the work for the Services.

10. Ensure the CITY, BSCC, or any authorized representative, will have suitable access to project activities, data collection and documents at all reasonable times during the term of this AGREEMENT.
11. Immediately advise CITY of any significant problems or changes that arise during the provision of the Services.

### 3. REIMBURSEMENT FOR PROGRAM ACTIVITIES

- A. For the aforementioned services, CITY agrees to reimburse CONTRACTOR solely from allocated and available funds from the Grant Agreement for eligible costs incurred by CONTRACTOR in pursuit hereof, in an amount not to exceed a total of one hundred thousand dollars (\$100,000) and in accordance with the budget attached as **Exhibit A**. Reimbursement shall be contingent on CITY's receipt of an approved invoice for eligible costs and any reports and substantiation materials required by CITY. Reimbursement shall also be contingent upon receipt and appropriation by CITY of funding from the Grant Agreement for the Services and the availability of sufficient funds. Nothing in this AGREEMENT shall commit the taxing authority or general fund of CITY, and CONTRACTOR waives any and all claims against CITY, BSCC, and the State of California for costs for the Services that may exceed the sum specified in **Exhibit A**.
- B. If CONTRACTOR should fail to comply with any provision of the AGREEMENT, the City shall be relieved of any obligation for further reimbursement.
- C. The parties may modify this AGREEMENT to increase or decrease the scope of Services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONTRACTOR'S reimbursement. Any change in the scope of Services or reimbursement must be made by written amendment to the AGREEMENT signed by an authorized representative for each party. The Chief of Police is authorized to execute any written amendment consistent with the terms of this AGREEMENT for CITY upon approval as to legal form by the City Attorney's Office.

### 4. AGREEMENT EFFECTIVENESS, TERM AND TERMINATION

- A. The term of the AGREEMENT shall be retroactive to January 1, 2014 and shall end December 31, 2015.
- B. Notwithstanding the foregoing, this AGREEMENT shall automatically be suspended or terminated upon CITY's written notice to CONTRACTOR of any of the following events: (i) termination of the Program, Grant Agreement or MGPI program; (ii) any non-appropriation or non-allocation of funding under the Grant Agreement required for reimbursement of Services; (iii) CONTRACTOR's illegal or improper use of funds, (iv) CONTRACTOR's failure to comply with any term of this AGREEMENT or failure to satisfactorily perform the Services; or (v) CONTRACTOR's submittal of any substantially incorrect or incomplete itemized invoice required for reimbursement. Said suspension of obligations or termination shall take effect immediately unless otherwise specified by CITY.
- C. CONTRACTOR may immediately terminate this AGREEMENT upon written notice to CITY of any of the following events: (i) insufficient funding secured by CONTRACTOR which renders CONTRACTOR unable to provide Services; or (ii) CITY's non-compliance with any term of this AGREEMENT.

## 5. RECORDKEEPING AND PERFORMANCE DATA

- A. CONTRACTOR shall submit in writing to CITY a Local Evaluation Plan for BSCC by April 15, 2014 and a final Local Evaluation by February 1, 2016, both of which shall include the following:
1. Documentation of activities to be carried out by grant funded projects.
  2. Description of the research design being used in the evaluation conduct (process evaluation) of projects.
  3. Evaluation of project's effectiveness (outcome evaluation), and whether they worked in terms of achieving project goals.
  4. Description of process evaluation documenting the fact that all activities described in proposal actually occurred.
  5. Recommendations for project adjustments, improving effectiveness, management, and how services impact individuals/target area(s).
  6. Local evaluation shall be in a narrative and logical model format.
  7. List of donated goods and/or services used for the Services, including the basis for valuation.
  8. Certification under the penalty of perjury the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code Section 12161 and 12200, in materials, goods or supplies offered or products used in the performance of this AGREEMENT, regardless whether the project meets the required recycled product percentage as defined in the Public Contract Code Section 12161 and 12200. CONTRACTOR may certify that the product contains zero recycled content (Public Contract Code Sections 10233, 10308.5, 10354).
- B. CONTRACTOR shall provide any additional monthly and quarterly reports, and any certifications and supporting documents as required by CITY, within 30 days of CITY'S request for said reports.

## 6. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

- A. Monthly Invoices: CONTRACTOR shall submit a monthly invoice to FPD for the eligible expenses (Exhibit A) incurred in providing the Services. Billing documentation shall include the following:
1. A breakdown of expenditures by cost category; and
  2. Copies of all purchase orders, requisitions and/or receipts.
- B. Books and Records: CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to CONTRACTOR's provision of Services required by this AGREEMENT in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after final payment or longer for any period required by the Grant Agreement or law, and shall be subject to examination and/or audit by CITY or designees, BSCC or designees, state government auditors or designees, or by federal government auditors or designees. This paragraph shall survive expiration or termination of this AGREEMENT.

- C. Access to Books and Records: CONTRACTOR shall make such books, records, supporting documentations, and other evidence available to CITY or designees, BSCC or designees, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the provision of Services and for a minimum of three (3) years after final payment, or longer if required by the Grant Agreement. CONTRACTOR shall provide suitable facilities for access, monitoring, inspection and copying of books and records related to the grant-funded Services. This paragraph shall survive expiration or termination of this AGREEMENT.
- D. In the event of termination, copies of all books, records, documents, and other evidence pertinent to CONTRACTOR's provision of Services required by this AGREEMENT collected or prepared by CONTRACTOR, or in the possession of CONTRACTOR's agents, shall be immediately provided to CITY by CONTRACTOR unless otherwise specified by law.

## 7. COMPLIANCE WITH GOVERNING LAW AND GRANT AGREEMENT

- A. CONTRACTOR 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 term of this AGREEMENT. CONTRACTOR acknowledges receipt of a copy of the Grant Agreement, a copy of which is attached hereto as Exhibit B and the terms of which are incorporated by reference herein. CONTRACTOR agrees to comply with all applicable provisions of the Grant Agreement and cooperate with CITY in meeting the requirements thereunder.
- B. As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principles for state, local and Indian Tribal Governments*. Funds provided by the Grant Agreement are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of states, local governments and non-profit organizations*.
- C. The services provided by CONTRACTOR under this AGREEMENT are in addition to CONTRACTOR's budgeted positions. The parties agree that funds from the Grant Agreement shall not be used to replace funds of, or positions otherwise funded by, CONTRACTOR.
- D. By signing this AGREEMENT, CONTRACTOR certifies under penalty of perjury under the laws of the State of California that (i) CONTRACTOR will comply with the Drug-Free Workplace Act of 1990 (California Government Code sections 8350-8357); and (ii) CONTRACTOR is not listed on any federal or state list of individuals or organizations debarred from receiving a contract or grant, or having its contract or grant cancelled due to failure to comply with respective contract or grant provisions. CONTRACTOR shall complete and submit to CITY all applicable forms required by the Grant Agreement.
- E. During the performance of this AGREEMENT, CONTRACTOR and its subcontractors shall comply with all Federal and State Statues relating to non-discrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

## 8. CAPACITY OF AGENCY AND CONTRACTOR

- A. In the furnishing of the Services provided for herein, CONTRACTOR is acting solely as an independent contractor. Neither CONTRACTOR, 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 CONTRACTOR shall perform its work and functions. However, CITY shall retain the right to administer this AGREEMENT so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.
- B. This AGREEMENT does not evidence a partnership or joint venture between CONTRACTOR and CITY. CONTRACTOR shall have no authority to bind CITY absent CITY's express written consent. Except to the extent otherwise provided in this AGREEMENT, CONTRACTOR shall bear its own costs and expenses in pursuit thereof.
- C. Because of its status as an independent contractor, CONTRACTOR and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONTRACTOR 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, CONTRACTOR shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONTRACTOR'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. These obligations are in addition to any other obligations CONTRACTOR has under this AGREEMENT.
- D. It is acknowledged that during the term of this AGREEMENT, CONTRACTOR may be providing services to others unrelated to CITY or required by this AGREEMENT.

## 9. INSURANCE

Throughout the life of this AGREEMENT, CONTRACTOR shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by City's Risk Management Division. The following policies of insurance are required:

- (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.

- (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.
- (iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.
- (iv) EMPLOYERS' LIABILITY insurance (if CONTRACTOR has employee(s) or at such time as he/she employs such person(s) during the life of this Agreement) with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Defense costs shall be provided as an additional benefit and not included within the above limits of liability. CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) calendar day written notice in favor of CITY of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten (10) calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this AGREEMENT, CONTRACTOR shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, CONTRACTOR shall file with CITY a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY and each of their officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONTRACTOR's insurance shall be primary. CONTRACTOR shall have furnished CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY execution of the AGREEMENT. CONTRACTOR shall furnish City with copies of the actual policies upon the request of CITY's Risk Manager and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this AGREEMENT. The duty to indemnify CITY 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 AGREEMENT of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its officers, officials, employees, agents, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

If at any time during the life of the AGREEMENT or any extension, CONTRACTOR fails to maintain the required insurance in full force and effect, all work under this AGREEMENT shall be discontinued immediately, and all payments due or that become due to CONTRACTOR 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.

If CONTRACTOR should subcontract all or any portion of the services to be performed under this AGREEMENT, CONTRACTOR shall require each subcontractor to provide insurance protection in favor of CITY and each of their officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with CONTRACTOR and City prior to the commencement of any work by the subcontractor.

#### 10. INDEMNIFICATION

To the extent of its fault, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time, malpractice and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising directly or indirectly from the negligent or intentional acts or omissions of CONTRACTOR or any of its officers, officials, employees, agents or volunteers in the performance of this AGREEMENT.

CONTRACTOR agrees that this AGREEMENT shall in no way act to abrogate or waive any immunities available to CITY under the Government Claims Act of the State of California.

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

This section shall survive termination or expiration of this AGREEMENT.

#### 11. ATTORNEY'S FEES AND LEGAL EXPENSES

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. For the purposes of this AGREEMENT, "attorney's fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

#### 12. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this AGREEMENT and any exhibit hereto, the terms and conditions of the body of this AGREEMENT shall control and take precedence over terms and conditions expressed within the exhibit; except for the terms of the Grant Agreement, which is expressly incorporated into this AGREEMENT by reference, and shall control and take precedence over any conflicting term or condition in the body of this AGREEMENT or exhibit hereto. Furthermore, any terms or conditions contained within any exhibit 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.

### 13. 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 or deposited into the United States mail, return receipt requested, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth in Section 1 of this AGREEMENT or at such other address as the parties may from time to time designate by written notice.

### 14. BINDING

Subject to Section 17 below, once this AGREEMENT is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

### 15. ASSIGNMENT

There shall be no assignment by either party of its rights or obligations under this AGREEMENT without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

### 16. 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 approved by and signed by all parties to this AGREEMENT. Waiver of any one provision herein shall not be deemed to be a waiver of any provision herein.

### 17. 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.

### 18. 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.

### 19. SEVERABILITY

The provisions of this AGREEMENT are severable. The invalidity or unenforceability of any one provision in the AGREEMENT shall not affect the other provisions.

### 20. INTERPRETATION

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the party or parties preparing this AGREEMENT, on the express understanding that the Parties participated equally in the negotiation and preparation of the AGREEMENT, or have had equal opportunity to do so. Accordingly, the parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

## 21. CUMULATIVE REMEDIES

CITY may enforce this AGREEMENT in any manner available at law or in equity. Except as provided by Paragraph 11 entitled "Attorney's Fees and Legal Expenses," in no event shall CITY, or its officers, agents or employees, be liable in damages for any breach or violation of this AGREEMENT, it being expressly understood and agreed CONTRACTOR's sole legal remedy for breach or violation of this AGREEMENT by CITY shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this AGREEMENT. Notwithstanding the foregoing, nothing in this Section 21 shall limit: 1) CONTRACTOR'S rights to recover attorney's fees and legal expenses pursuant to Section 11, or 2) Any right of CONTRACTOR to recover from CITY benefits provided to CITY or its officers, employees or agents in excess of those attributable to the preparation of CONTRACTOR'S comparative fault.



## 22. NO THIRD PARTY BENEFICIARIES

The rights, interests, duties and obligations defined within this AGREEMENT are intended for the specific parties hereto as identified in the preamble of this AGREEMENT. Notwithstanding anything stated to the contrary in this AGREEMENT, it is not intended that any rights or interests in this AGREEMENT benefit or flow to the interest of any third parties.

## 23. ENTIRE AGREEMENT

It is mutually understood and agreed that the forgoing constitutes the entire AGREEMENT between the parties. Any modifications or amendments to this AGREEMENT must be in writing signed by an authorized agent of each party.

***THIS AGREEMENT IS SUBJECT TO RATIFICATION BY COUNCIL ACTION.***

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

CITY OF FRESNO,  
a California municipal corporation

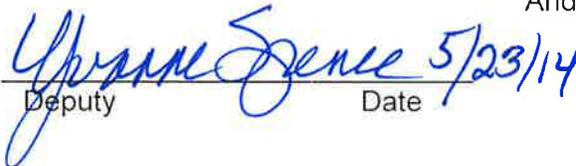
CALIFORNIA STATE UNIVERSITY,  
FRESNO FOUNDATION  
a California non-profit corporation  
EIN# 94-6003272

By:   
JERRY DYER, Chief of Police  
Fresno Police Department

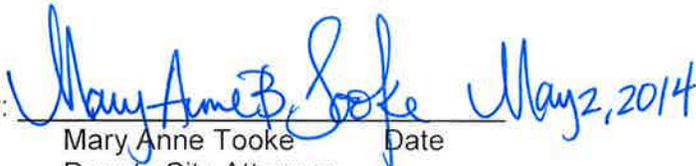
By:  5/13/14  
DEBORAH S. ADISHIAN-ASTONE,  
Executive Director

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By:   
THOMAS MCCLANAHAN,  
Associative Vice President for Research  
And Sponsored Programs

By:  5/23/14  
Deputy Date

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By:  May 2, 2014  
Mary Anne Tooke Date  
Deputy City Attorney

Addresses:

CITY:  
Fresno Police Department  
Attention: Jerry Dyer,  
Chief of Police  
2323 Mariposa Mall  
Fresno, CA. 93721

CONTRACTOR:  
California State University, Fresno Foundation  
Attention: Deborah S. Adishian-Astone  
Executive Director  
4910 N. Chestnut Ave  
Fresno, CA 93726-1852

Attachment:  
Exhibit A - Cost Breakdown  
Exhibit B - Grant Agreement

## Exhibit A

### Cost Breakdown of Fresno State University Evaluation of Fresno Gang Reduction, Intervention, and Prevention Programs

(Effective January 1, 2014– December 31, 2015)

#### BUDGET

##### PERSONNEL SALARIES

Clement—1 Course Release/Academic Year (10% of \$63,180 AY salary per yr)= \$12,636

Clement-- Summer Pay (25 hrs during each summer @ \$46/hour) = \$2,300

Kissner-- 1 Course Release/Academic Year (10% of \$67,116 AY salary)= \$13,423

Kissner-- Summer Pay (25 hrs during each summer @ \$49/hour) = \$2,450

Kikuchi-- 1 Course Release/Academic Year (10% of \$57,000 AY salary)= \$11,400

Kikuchi-- Summer Pay (25 hrs during each summer @ \$42/hour) = \$2,100

##### STUDENT SALARIES

Grad Student—(2 grad students @ \$12p/h for 15 hours for 30 weeks) = \$21,600

Grad Student Stipends -- (2) = \$9,600

##### FRINGE BENEFITS

Clement (61% Rate) =\$7708

Kissner (41% Rate) =\$5504

Kikuchi (51% Rate) = \$5814

Faculty Stipends Taxes (@ 16% Rate) = \$1096

Student Stipend Taxes (@7.65% Rate) = \$1652

##### MATERIAL AND SUPPLIES

Survey Costs – (printing costs, mailing supplies, postage) = \$2717

**Total Cost for the Duration of this AGREEMENT            \$100,000**

**STATE OF CALIFORNIA**

**CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM**

This Grant Agreement is Between the State of California,

Board of State and Community Corrections, hereafter referred to as "BSCC"

And the

**City of Fresno**

An entity duly organized, existing and acting pursuant to the laws of the State of California,

Hereafter referred to as the "Grantee".

The parties agree as follows:

**SECTION 1: PROJECT SUMMARY**

The California Gang Reduction, Intervention, and Prevention (CalGRIP) Program provides grants to cities using a local collaborative effort to reduce gang activity through the use of evidence-based prevention, intervention and suppression activities. Each grant city must designate a lead agency to serve as the implementing agency to administer the grant and coordinate all agencies and community based organizations (CBOs) participating in this project.

**SECTION 2: ASSURANCES**

- A. Grantee agrees to comply with all conditions of this Grant Agreement, all standard Grant Agreement conditions as contained in Exhibit A; all required assurances as contained in Exhibit B; general terms and conditions as contained in Exhibit C; and all budget items and conditions as contained in the Application for Funding/Grant Proposal, attached hereto and made part of this Grant Agreement.
- B. Grantee agrees to comply with the financial and administration requirements set forth in the most current edition of the BSCC's Grant Administration and Audit Guide, Federal and State Grants.

**SECTION 3: PROJECT OFFICIALS**

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or in connection with the interpretation, performance, or payment for work performed under this Grant Agreement. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee's project officials shall be those identified as specified on the 'Application Information' sheet on page 10 of the Request for Proposal; specified as follows:

*Authorized officer with legal authority to sign:*

NAME: Jerry P. Dyer  
TITLE: Police Chief  
ADDRESS: 2323 Mariposa Mall, Fresno, CA 93721  
TELEPHONE: 559-621-2000  
FAX: 559-498-5168  
EMAIL: Jerry.Dyer@fresno.gov

*Designated Financial Officer authorized to receive warrants:*

NAME: Judy Garcia  
TITLE: Grants Manager  
ADDRESS: 2326 Fresno Street, Fresno, CA 93721  
TELEPHONE: 559-621-2053  
FAX: 559-457-1085  
EMAIL: Judy.garcia@fresno.gov

- C. Either party may change its project representatives upon written notice to the other party.

#### **SECTION 4: DATA COLLECTION**

Grantees will be required to participate in the collection of data on a common set of variables (and using one or more common data collection instruments). These common variables will be identified collaboratively by the BSCC and the grantees during the grantee orientation meeting. It is anticipated that grantees will be required to submit this common set of variables on a quarterly basis. Data elements may include demographic and other background information, program status information, level and intensity of program services information, and short-term and intermediate-term outcome information. Grantees will also be required to conduct a "Project Evaluation and Outcome" Report as outlined in Section III of the Request for Proposal.

#### **SECTION 5: QUARTERLY PROGRESS REPORTS**

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports will describe progress made on program goals and objectives, and include required project measures, and shall be submitted according to the following schedule:

Reporting Periods

1. January 1, 2014 - March 31, 2014
2. April 1, 2014 - June 30, 2014
3. July 1, 2014 - September 30, 2014
4. October 1, 2014 - December 31, 2014
5. January 1, 2015 - March 31, 2015
6. April 1, 2015 - June 30, 2015
7. July 1, 2015 - September 30, 2015
8. October 1, 2015 - December 31, 2015

Due (No Later Than):

- May 15, 2014  
August 15, 2014  
November 15, 2014  
February 15, 2015  
May 15, 2015  
August 15, 2015  
November 15, 2015  
February 15, 2016

Additional Reports

1. Project Evaluation and Outcome Plan
2. Final Project Evaluation and Outcome Report  
(To be discussed during Project Orientation)

April 30, 2014  
February 15, 2016

**SECTION 6: QUARTERLY FINANCIAL INVOICES**

- A. The Grantee shall be paid for each category by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the reporting period. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period. Due dates for invoices shall follow the above schedule in Section 5.

**SECTION 7: GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

**SECTION 8: AVAILABILITY OF FUNDS**

- A. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the Legislature. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.

**SECTION 9: BUDGET**

LINE ITEM	GRANT FUNDS	CASH MATCH	IN-KIND MATCH	TOTAL
1. Salaries & Benefits	\$170,744	\$0	\$500,000	\$670,744
2. Services & Supplies	\$ 16,953	\$0	\$0	\$ 16,953
3. Professional Services	\$0	\$0	\$0	\$0
4. CBO Contracts (min of 20% of grant funds)	\$197,303	\$0	\$0	\$197,303
5. Indirect Costs	\$0	\$0	\$0	\$0
6. Evaluation/Data Collection (min 10% of grant funds)	\$100,000	\$-0	\$0	\$100,000
7. Fixed Assets / Equipment	\$ 9,000	\$0	\$0	\$ 9,000
8. Other	\$ 6,000	\$0	\$0	\$ 6,000
<b>TOTALS</b>	<b>\$500,000</b>	<b>\$0</b>	<b>\$500,000</b>	<b>\$1,000,000</b>

## EXHIBIT A

### CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM

#### STANDARD CONDITIONS

##### ARTICLE 1: ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the BSCC and the State of California in the form of a formal written amendment.

##### ARTICLE 2: AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

##### ARTICLE 3: PROJECT COSTS

The BSCC's *Grant Administration and Audit Guide, Federal and State Grants*, outlines eligible and ineligible project costs, as well as, match and project income requirements. Grantee is responsible for ensuring that all invoices contain only eligible project costs.

##### ARTICLE 4: GRANTEE'S GENERAL RESPONSIBILITY

Grantee is responsible for project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

##### ARTICLE 5: GRANTEE ASSURANCES AND COMMITMENTS

###### A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

###### B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the Application for Funding/Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

### C. Use of Grant Funds

- 1) Grantee is responsible for ensuring that invoices submitted to the BSCC, claim actual expenditures for eligible project costs. The BSCC Grant Administration and Audit Guide, Federal and State Grant, outlines eligible and ineligible project costs. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- 2) Grant funds must be used to supplement existing funds for program activities and may not replace (supplant) non-State/grant funds that have been appropriated for the same purpose. Potential supplanting will be the subject of grant monitoring. Violations can result in a range of penalties (e.g. recoupment of monies provided under this grant, suspension of future program funding through BSCC grants, and civil/criminal penalties.)

### D. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### E. Contracting Requirements

In accordance with the provisions of this Grant Agreement, the Grantee may contract with consultants for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between the Grant Agreement, its Exhibits and Grantee's agreement for services with a contractor, the Grant Agreement and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the Grant Agreement, including those related to records in Article 8.

Grantee assures that for any contract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the Grantee's contractors to:

#### 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the Department of General Services, the Department of Finance, the Bureau of State Audits, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Contractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

3) Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall comply with all Federal and State statutes relating to non-discrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status.

**ARTICLE 6: GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee is responsible for the project activities identified in the original Application for Funding/Grant Proposal submitted to BSCC. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

**ARTICLE 7: PROJECT ACCESS**

- A. Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period.

**ARTICLE 8: RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are required for consultants (contractors).
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

#### **ARTICLE 9: ACCOUNTING AND AUDIT REQUIREMENTS**

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and 60 days following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

#### **ARTICLE 10: CHANGES**

- A. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- B. No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.
- C. Under no circumstances will any budget item changes be authorized which would cause the project to exceed the amount of the grant award identified in this Grant Agreement. Further, in no event shall changes be authorized for the Indirect Costs/Administrative Overhead line item that would result in that item exceeding ten percent (10%) of the grant award.

#### **ARTICLE 11: DISBURSEMENT**

- A. The Grantee shall be paid in funded categories using the invoice form submitted to the BSCC or other processes determined by BSCC, certifying the accuracy of the reports in accordance with generally accepted governmental accounting principals and BSCC regulations, guidelines, policies and procedures.

## **ARTICLE 12: WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC shall withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including: 1) submittal and approval of the final invoice; 2) submittal and approval of the final progress report; 3) submittal and approval of any additional required reports; and 4) submittal and approval of the final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

## **ARTICLE 13: TERMINATION**

- A. This Grant Agreement may be terminated at any time by the BSCC, where it appears that there will be lack of grant funds available to fulfill this Grant Agreement, provided that after such termination, the Grantee shall be entitled to an amount that equals the eligible project costs that have been incurred by the Grantee prior to such termination.
- B. This Grant Agreement may be terminated after the award of the Grant Agreement but prior to completion of the project, by the BSCC, upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction by the Grantee includes but is not limited to:
  - 1) Substantial alteration of the scope of the grant project without the prior written approval of the BSCC;
  - 2) Refusal or inability to complete the grant project in a manner consistent with the Application for Funding/Grant Proposal or approved modifications;
  - 3) Failure to provide the required local match share of the total project costs.
  - 4) Failure to meet prescribed assurances, commitments, Grant Agreement, and recording, accounting, auditing, and reporting requirements.
- C. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 14.

## ARTICLE 14: DISPUTES

- A. Grantee shall continue with the responsibilities under this Agreement during any dispute.
- B. The Grantee may appeal a BSCC staff decision on the basis of alleged misapplication, capricious interpretation of the regulations, policies and procedures, or substantial differences of opinion concerning the proper application of regulations, policies or procedures.
- C. If the Grantee is dissatisfied with an action of BSCC staff, the Grantee may appeal to the Deputy Director of the Corrections Planning and Programs Division of the BSCC. Such appeals shall be filed within 30 calendar days of the notification of action with which the Grantee is dissatisfied. The appeal shall be in writing, and shall:
  - State the basis for the dissatisfaction;
  - State the action being requested of the Deputy Director; and,
  - Include any correspondence/documentation related to the cause for dissatisfaction.
- D. The Deputy Director will review the correspondence and related documentation and render a decision on the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Deputy Director.
- E. The Deputy Director may render a decision based on the correspondence and related documentation submitted by the Grantee and may consider other relevant sources of information deemed appropriate. The decision of the Deputy Director shall be in writing and shall provide the rationale for the decision.
- F. If the Grantee is dissatisfied with the decision of the Deputy Director, the Grantee may file a request for review by the BSCC Executive Director. Such a request shall be filed within 30 calendar days after receipt of the Deputy Director's decision. The requested review shall be in writing, and shall:
  - State the basis for the dissatisfaction;
  - State the action being requested of the Executive Director; and
  - Include any correspondence/documentation related to the appeal.
- G. The Executive Director, after reviewing the appeal and the correspondence related to the review, may decide the matter on the record or request additional information. After a decision is made by the Executive Director, notice of the decision shall be mailed to the Grantee. The decision of the Executive Director shall be final.

## ARTICLE 15: WAIVER

- A. The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

**EXHIBIT B**

**CALIFORNIA GANG REDUCTION, INTERVENTION, AND PREVENTION (CALGRIP) PROGRAM**

**GENERAL TERMS AND CONDITIONS**

**1. INDEMNIFICATION**

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

**2. INDEPENDENT CONTRACTOR**

Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in independent capacities and not as officers, employees, or agents of the State.

**3. RECYCLING CERTIFICATION**

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content (PCC 10233, 10308.5, 10354).

**4. NON-DISCRIMINATION CLAUSE**

Grantee and its subcontractors shall comply with all Federal and State statutes relating to nondiscrimination, including but not limited to prohibitions against discrimination on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, or marital status.

**5. GOVERNING LAW**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**6. CHILD SUPPORT COMPLIANCE ACT**

For any agreement in excess of \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 commencing with Section 5200 of Part 5 of Division 9 of the Family Code.

- B. The Grantee, to the best of its knowledge, shall fully comply with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **7. UNENFORCEABLE PROVISION**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

## **8. UNION ACTIVITIES**

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges the applicability of Government Code Section 16645 through Section 16649 to this Agreement and agrees to the following:

- a. No State funds received under this Agreement will be used to assist, promote or deter union organizing.
- b. Grantee will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- c. If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

## **9. DRUG-FREE WORKPLACE**

Grantees shall comply with the requirements of the Drug-Free Workplace Act of 1990 as outlined in Government Code Section 8350 et seq.

## **10. CONTRACTOR CERTIFICATION CLAUSES**

All certifications signed and submitted by the Grantee for the calendar year 2013/14 contract shall remain in effect for this Grant Agreement, which commences calendar year 2013/14.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

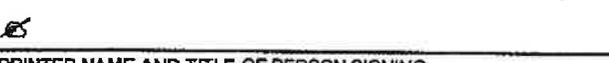
AGREEMENT NUMBER <b>BSCC 806-13</b>
REGISTRATION NUMBER

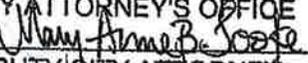
- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**BOARD OF STATE AND COMMUNITY CORRECTIONS**  
 CONTRACTOR'S NAME  
**CITY OF FRESNO**
- The term of this Agreement is: **January 1, 2014** through **December 31, 2015**
- The maximum amount of this Agreement is: **\$ 500,000.00**  
**FIVE HUNDRED THOUSAND DOLLARS, AND ZERO CENTS**
- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Grant Agreement.
 

Sections 1 through 9	3 pages
Exhibit A – California Gang Reduction, Intervention and Prevention (CalGRIP) Program Standard Conditions	6 pages
Exhibit B – California Gang Reduction, Intervention and Prevention (CalGRIP) Program General Terms and Conditions	2 pages
*Exhibit C – General Terms and Conditions	GTC 610

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx>

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>	<i>California Department of General Services Use Only</i>	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>CITY OF FRESNO</b>		
BY (Authorized Signature) 		DATE SIGNED (Do not type) <b>12/17/13</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jerry P. Dyer, Police Chief</b>		
ADDRESS <b>2323 Mariposa Mall, Fresno, CA 93721</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>BOARD OF STATE AND COMMUNITY CORRECTIONS</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jean L. Scott, Deputy Director</b>		
ADDRESS <b>600 Bercut Drive, Sacramento, CA 95811</b>		
<input type="checkbox"/> Exempt per:		

APPROVED AS TO FORM  
 CITY ATTORNEY'S OFFICE  
 BY:   
 DEPUTY CITY ATTORNEY  
 Dec 2 2013