

14-365
9/25/14

**GRANT AGREEMENT
CITY OF FRESNO, CALIFORNIA
AND THE FRESNO REGIONAL FOUNDATION**

THIS AGREEMENT is made and entered into effective the 1st day of October, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and The Fresno Regional Foundation, a California nonprofit public benefit corporation (hereinafter referred to as "FRF").

RECITALS

WHEREAS, the CITY'S Fresno Police Department ("FPD") provides law enforcement services; and

WHEREAS, Fresno Regional Foundation ("FRF") is funding the services provided in this Agreement through their Building Healthy Communities Program which Program and award documents are incorporated herein by reference; and

WHEREAS, FRF recognizes the benefit of FPD creating a position and assigning a Youth Liaison Officer (YLO) (the position is described in **Exhibit A**); and

WHEREAS, FRF has re-awarded monies to CITY to support continuance of such a Youth Liaison Officer position with FPD; and

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

AGREEMENT

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

1. Law Enforcement Services.

(a) CITY will provide one full-time assignment of a Youth Liaison Officer (hereinafter referred to as "YLO") to perform duties (described in **Exhibit A**) at locations within CITY boundaries; subject, however, to the availability of the YLO. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, health of YLO, shortage of manpower, funding, and duty assignment of YLO(s) to higher priority matters.

(b) On an as-needed basis and subject to the availability of the YLO, FRF may request services by the assigned YLO on an overtime basis. For purposes of this Agreement, "availability" shall be in the sole determination of FPD's Chief of Police, or his/her designated representative, taking into consideration any factors including, without limitation, the YLO's personal availability, health of YLO, shortage of manpower, funding, and duty assignment of YLO to higher priority matters.

(c) The parties agree that CITY retains control over assignments, wages, and other terms and conditions of employment by CITY of the YLO. FRF acknowledges that the YLO is held to the requirements of the law and FPD policy. FRF agrees that it shall not have

authority to direct the YLO's law enforcement activity. FRF will immediately notify FPD of any concerns regarding such activity.

(d) Reports. CITY shall submit a written progress report to the Fresno Regional Foundation as of the end of CITYs' annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. Such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the CITY toward achieving the purposes for which the grant was made. Such reports shall be furnished to the FRF within thirty (30) days after the close of the annual accounting period of the CITY for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the CITY must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. All such reports must be signed by an officer of the CITY.

The reports due are as follows:

- 1st interim report
- 2nd interim report
- Final Report due 30 days completion of project

(e) Expected Outcomes of Grant. CITY shall complete expected outcome of grant as follows and indicated in **EXHIBIT B**.

- A strong alliance is developed among Fresno Law Enforcement and area Youth to create healthy and positive exchange and interaction between the two groups in order to foster understanding and positive relationships as evidenced by hiring a YLO at FPD who will actively interact and engage youth-serving organizations; adoption of curriculum and training program for both FPD and youth by the YLO advisory committee; a series of trainings with a minimum of 15 youth and 5 officers not including YLO and other advisory committee partners on improved relations without emphasis on enforcement.
- Meaningful Relationships and deeper trust will exist between FPD and Fresno Youth that will challenge negative perceptions between both groups as evidenced by both law enforcement and youth hosting a minimum of three community youth and police forums/events that engage positive dialogue and break down barriers between the two groups; a minimum of three trainings on positive youth interaction are held with FPD Officers working in SW and SE Fresno; and at least adopting one new policy by FPD that fosters a positive relationship and interaction with local area youth.
- FPD representatives will actively participate and engage in the ongoing Building Healthy Communities work taking place in Southeast/Southwest/Central Fresno as evidenced by attendance at monthly BHC Hub meetings; reporting when scheduled on progress of this grant work; and collaborating and partnering with other BHC grantees when possible.
- FPD Leadership and CITY Officials are regularly informed about the importance of creating healthy youth relationships as evidenced by YLO and other key FPD Leaders presenting to the Chief and top leaders of the department on a quarterly basis; and an annual report on this grant work towards improving and creating healthy youth relationships between the FPD and area youth.

2. FRF Contribution.

(a) FRF grants to CITY \$ 261,104.00 to off-set 100% of FPD's operational costs at CITY'S then current rates during the two-year term of this Agreement for the regular duty law enforcement services pursuant to Section 1(a), above. FRF shall pay CITY the funds in two equal payments of \$130,552.00 each on the following dates:

- October 1, 2014 or the FRF receipt of this executed Agreement
- March 1, 2015

For purposes of this Agreement, "operational costs" include (i) the salary and benefits of the YLO (including, without limitation, Medicare, medical insurance, uniform allowance, unemployment, pension, workers compensation premium and POST Certificate Premium Pay), (ii) the operation and maintenance of one patrol vehicle, and (iii) administrative fees; as are set forth in more detail in **Exhibit C**.

3. Term of Agreement. It is the intent of the parties that the term of this Agreement will begin October 1, 2014 and end on September 30, 2016, unless terminated earlier in accordance with this Agreement.

4. Termination of Agreement. This Agreement may be terminated immediately by either party upon 30 calendar days prior written notice should the other party fail substantially to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. A party will have failed substantially to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 30 calendar days prior written notice and this shall constitute a material default and breach of this Agreement. Such termination shall be subject to obligations due and owing on the date of termination.

5. Indemnification.

(a) FRF shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, FRF 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 FRF or any of its officers, directors, trustees, employees, agents or volunteers in the performance of this Agreement.

(b) CITY shall indemnify, hold harmless and defend FRF and each of its officers, directors, trustees, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, FRF 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 CITY or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by CITY of governmental immunities including California Government Code Section 810 et seq.

(c) In the event of concurrent negligence on the part of FRF or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

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

6. Insurance. It is understood and agreed that FRF and CITY maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement 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.

8. Independent Contractor and Not a Partnership. For purposes of this Agreement, CITY and FRF shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitutes, or will be construed as establishing or constituting a partnership or agency or employment relationship between CITY and FRF. Officers providing services under this Agreement shall remain the employees of CITY, and shall not be employees of FRF.

9. 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, with postage prepaid, 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.

10. 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.

11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

12. 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.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. 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.

14. 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.

15. 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.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. 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.

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

19. 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.

20. 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.

21. 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. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and FRF.

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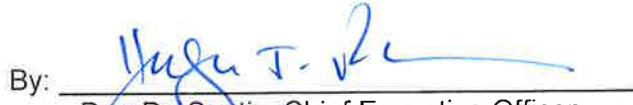
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

FRESNO REGIONAL FOUNDATION,
a California non-profit public benefit corporation

By: 
JERRY DYER, Chief of Police
Fresno Police Department

By: 
Dan De Santis, Chief Executive Officer
Fresno Regional Foundation


ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  11/25/2014
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  9.15.14
Raj Singh Badhesha Date
Deputy City Attorney

Addresses:

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

TCE:
Fresno Regional Foundation
Attention: Dan De Santis,
Chief Executive Officer
5250 North Palm Avenue,
Suite 424, Fresno, CA 93704

Attachment:

- Exhibit A – Position Description
- Exhibit B – Cost Breakdown for Police Services
- Exhibit C - Workplan

**Exhibit A
Position Description**

**Youth Liaison Officer
2014-2016**

The Youth Liaison Officer (YLO) works under the direct supervision of the Fresno Police Department (FPD).

The YLO's primary focus areas will be the Southeast and Southwest Policing Districts.

The primary goal of the YLO is to build and strengthen relationships between at-risk youth and the FPD to support safer communities.

Guidelines for YLO duties are as follows:

- Emphasize building positive relationships and fostering understanding rather than an enforcement emphasis.
- Represent, participate and ensure a presence during at-risk youth forums/events to enhance dialogue and break down barriers.
- Train and coach other law enforcement officers in interacting effectively with at-risk youth in the Fresno BHC area.
- Build meaningful relationships and deepen trust with at-risk youth to challenge negative perceptions between at-risk youth and the FPD.
- Organize, convene, and facilitate ongoing dialogue circles between at-risk youth in the community and the FPD.
- Develop a strategy focused on violence and at-risk youth. Strategy will emphasize positive alternatives to violence, opportunities to succeed, the impact of violence on at-risk youth, and partnerships to address the needs/issues of at-risk youth.

EXHIBIT B

WORK PLAN

City of Fresno Police Department

Activities	Outcomes and Indicators	Timeline
<ol style="list-style-type: none"> 1. Conduct at least 2 trainings a year for SRO's and at least 2 patrol officers per policing district in Fresno. 2. Engage in at least 4 community dialogues on police community perceptions in partnership with BHC grantees and partner organizations. 3. Actively participate in the BMOC youth table by attending regularly scheduled meetings. 4. Conduct a minimum of at least 2 trainings per year with youth regarding police trainings to help build understandings between the two groups. 	<p>Fresno Police Officers continue to build understanding of positive youth interaction and relationship as evidenced by:</p> <ol style="list-style-type: none"> 1. Pre and post training assessments from the Strategies For Youth training. 2. A 15% reduction in police citations at school campuses in Fresno Unified School District 3. A minimum of at least 15 youth actively participating in identified youth specific trainings bi-annually. 	<p>Month 1 - 24</p>
<ol style="list-style-type: none"> 1. Review and highlight potential changes in the Strategies For Youth (SFY) assessment. 2. Participate in meaningful conversations with YLO, designated department administration, TCE Program Manager, BHC hub manager and agreed upon partners on report findings. 3. Conduct at least one meeting with Chief of Police and community partners on potential policy change and adoption highlighted in SFY assessment. 4. Work with Chief of Police and other high level department officers to participate in at least 2 BMOC conversations on policing and building trust. 	<p>Fresno PD will improve relationships with youth in the community as evidenced by;</p> <ol style="list-style-type: none"> 1. Reviewing and implementing recommendations of the SFY assessment and report. 2. Engaging BHC community and partners in discussion on proposed policy change. 3. Adoption of at least one new policy change to improve relationship with youth. 4. Engaging in at least two community conversations with youth and community on improved police relations. 	<p>Month 1 - 24</p>

<ol style="list-style-type: none"> 1. YLO and assigned Lt. will identify at least 5 officers representing both SRO's, patrol, and administration to serve as an advisory committee with a minimum of 3 youth serving organizations that include at least 1 BMOC grantee. 2. Advisory committee will meet quarterly to discuss progress on improving law enforcement and youth relations. 3. Partner with BHC grantees and/or BHC Hub to host at least 2 forums, events, and/or community conversations on issues of concern to youth and law enforcement relations. 4. Work with BHC partners to identify organizations, parent groups, neighborhood committees and/or youth organizations that can be trained to establish a minimum of at least 2 neighborhood safety committees. 5. Develop positive opportunities such as midnight basketball for youth with FPD involvement and positive interactions with youth. 	<p>Increased understanding among Fresno PD on positive youth and community interaction as evidenced by:</p> <ol style="list-style-type: none"> 1. Increased number of neighborhood safety committees in the BHC area. 2. Expanded dialogue with community regarding police and community relations. 3. Develop positive at least two positive events where youth and law enforcement can interact positively such as midnight basketball events. 	<p>Month 1 - 24</p>
<ol style="list-style-type: none"> 1. FPD YLO or designated department representative will ensure active participation in BHC events, grantee partners meetings, and forums. 2. FPD YLO or designated department representative will attend and participate in All BHC community meetings, monthly hub meetings and active engagement in the Fresno BHC neighborhoods and schools teams. 3. FPD will collaborate with other BHC grantees and partners when possible. 4. FPD YLO will work with BHC hub manager and Rapid Responder to ensure messaging and promotion of BHC Fresno and HHH are included in the work of this grant. 5. YLO will complete one annual report and a final report documenting the progress of the initiative. The final report will be presented to the city council by the Chief of Police or designated department member. 	<p>Fresno Police Department will actively participate, engage, and promote the BHC work taking place in Southeast/Southwest/Central Fresno as evidenced by;</p> <ol style="list-style-type: none"> 1. Active participation in BHC events, grantee partner meetings and forums; All BHC community meetings; monthly hub committee meetings; active participation in neighborhoods and schools team meetings; 2. Collaborate and partner with other BHC partners when possible; and work with Hub Manager and Rapid Responder communications person to ensure messaging and promotion of BHC Fresno and HHH are included in the work of this grant. 	<p>Month 1 - 24</p>

EXHIBIT C
Cost Breakdown of Police services to
Fresno Regional Foundation
(Effective October 1, 2014 – September 31, 2016)

10/1/14-6/30/15 7/1/15-6/30/16 7/1/16-9/31/16

Personal

One Police Officer - "F" Step

Annual Salary (40 hours per week for 56 weeks x \$65.15 hrly.) \$6,348 monthly	\$58,858	\$80,831	\$19,619
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Benefits: (Medical insurance, uniform allowance, unemployment, workers comp, medicare, pension, POST certificate and premium pay)*	\$18,835	\$25,866	\$6,278
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Youth Liaison Officer Training <i>(YLO direct project related trainings)</i>	\$1,125	\$1,500	\$375
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Supplies

Training/meeting meals	\$750	\$1,000	\$250
Youth trainings	\$975	\$1,300	\$325
Stipends	\$1,125	\$1,500	\$375
Project Supplies	\$2,250	\$3,000	\$750

<u>Travel</u>	\$750	\$1,000	\$250
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<u>Special Event</u> <i>(Community engagement events such as midnight basketball, cost which may include referees, equipment, security staffing, advertising, and other items identified in project development)</i>	\$5,250	\$7,000	\$1,750
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<u>Indirect Cost</u>	\$6,744	\$9,225	\$2,248
	\$96,662	\$132,222	\$32,220

Total Cost for the Effective Period of this Grant **\$261,104.00**



FRESNO
REGIONAL
FOUNDATION

Your Vision - The Valley's Future

November 13, 2014

Ms. Maggie Navarro
Community Coordinator, Mayor's Gant Prevention Initiative
2326 Fresno Street, Suite 101
Fresno, CA 93721

Re: City of Fresno Police Department – grant agreement for Youth Liaison Officer (YLO) dated 10/1/14

Dear Ms. Navarro,

Fresno Regional Foundation has enclosed the signed the Grant Agreement dated October 1, 2014 between the City of Fresno and the Fresno Regional Foundation. As of October 20, 2014, our new CEO is Hugh J. Ralston, and he has signed in lieu of Dan DeSantis, our previous CEO.

According to Lieutenant David Newton, this grant agreement has already been approved by the City Council. Therefore, for expediency, we have signed the grant agreement, but also include the following clarifications about specific items in the grant agreement. Please receive this letter along with the enclosed grant agreement.

First, Fresno Regional Foundation has no intention to hire the Youth Liaison Officer (YLO), and, therefore, we are waiving our right under 1(b) to do so. Second, we advise the City that we lack the expertise and resources to monitor the YLO's law enforcement activity. Therefore, the only concerns we will notify FPD of under 1(c) will be those that, without inquiry, happen to come to our attention. We interpret the contract that our duty is so limited.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

With best regards,



Hugh J. Ralston
President and CEO

Enclosure: Grant Agreement dated October 1, 2014