CITY OF FRESNO
City Clerk's Office (Original)

1B
8/15/13

GRANT AGREEMENT
CITY OF FRESNO, CALIFORNIA
AND THE WEST FRESNO FAITH BASED ORGANIZATION

THIS AGREEMENT is entered into effective the 1st day of January, 2013, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and THE WEST FRESNO FAITH BASED ORGANIZATION, a California nonprofit public benefit corporation (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, CITY submitted an application to Board State and Community Corrections (BSCC), for $35,000, in grant funds through 2012/14 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 intervention and associated activities through community outreach in the southwest policing district of City of Fresno, an area with higher levels of gang and illegal activity, to communities and individuals who would benefit from violence intervention and or services; 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:
West Fresno Faith Based Organization
Booker T. Lewis, Senior Pastor, Director
1104 Collins Ave
Fresno, CA 93706

2. ROLES AND RESPONSIBILITIES

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

APPROVED BY CITY COUNCIL
August 15, 2013
By Sherri L Badutsche
DEPUTY

1. Act as the lead agency to administer the funds from the Grant Agreement with regard to this AGREEMENT.
2. Identify the neighborhoods with elevated or increased gang violence or associated illegal activity in the southwest policing district in need of outreach, and as needed in outlying boundaries with elevated levels or increased gang violence or associated illegal activity.
3. Make available training in gang culture to CONTRACTOR and participants in the Community Outreach program component of the Services.
4. Notify policing district commanders, officers and detectives of the areas being targeted by Community Outreach program.
5. Meet once per month, or more as may be needed as determined by FPD, with CONTRACTOR to coordinate, resolve problems, determine timetables, discuss implementation, evaluate effectiveness and address any other issues related to provision of Services by CONTRACTOR.

B. CONTRACTOR shall provide a Community Outreach program and conduct an Anti-Violence Youth Summit (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 targeting southwest policing district neighborhoods with elevated or increased gang violence or associated illegal activity.
2. Provide direct oversight of Community Outreach program strategy development and implementation in the southwest policing district, and as needed in outlying boundaries with elevated levels or increased gang violence or associated illegal activity.
3. Work with the community and FPD to identify neighborhoods in southwest district, or outlying areas, with increased or significant levels of gang violence or activity in need of outreach.
4. Implement the Community Outreach program to focus on hot spots of gang violence or associated illegal activity as identified by FPD.
5. Provide rigorous training to all CONTRACTOR members, volunteers or other persons participating in the Community Outreach program in areas of gang culture, gang outreach, local resources, dress-attire, communication and safety. Training will be made available in community centers and locations within the identified neighborhoods in the southwest policing district.
6. Document all training of Community Outreach program members and provide said documentation to FPD as required by this AGREEMENT.
7. Require all members, volunteers or other participants in the Community Outreach program to execute a "Release, Waiver and Indemnity Agreement" in the form attached as **Exhibit A** prior to participating in the program.
8. Ensure Community Outreach program members and volunteers represent a broad cross-section of the community, which could include reformed gang members, community members and leadership from community-based groups.
9. Host an Anti-Violence Youth Summit on current issues affecting youth within the area prior to December 31, 2014, and partner with "Take A Stand Committee" to conduct the Anti-Violence Youth Summit.
10. 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.

11. 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.
12. Ensure the CITY, BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the term of this AGREEMENT.
13. 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 $35,000 and in accordance with the budget attached as **Exhibit B**. 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 B**.

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 begin January 1, 2013 and end December 31, 2014.

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 terminate this AGREEMENT upon 30 days' 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. TARGET POPULATION

City of Fresno southwest policing district neighborhoods and or outlying areas with elevated or increased levels of gang violence or associated illegal activity.

6. RECORDKEEPING AND PERFORMANCE DATA

A. CONTRACTOR shall track and submit in writing to CITY the following data due on the 15th day of each month:

1. Total number of Community Outreach events.
2. Location of Community Outreach events.
3. Total number of Community Outreach hours.
4. Total number of trained Community Outreach members or volunteers.
5. Total number of Community Outreach trainings.
6. Total number of service referrals/type.
7. Total number of contacts performed.
8. Number of youth attended Anti-Violence Youth Summit and attendee demographic report.
9. Youth-identified areas of need/support.
10. List of donated goods and/or services used for the Services, including the basis for valuation.
11. 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.

7. FINANCIAL REPORTING, AUDITING AND DOCUMENT RETENTION

A. Monthly Invoices: CONTRACTOR shall submit a monthly invoice to FPD for the eligible expenses (Exhibit B) 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.

8. 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 and agrees to comply with all applicable provisions thereof 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 organization 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 by 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.

9. 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 CONTRATOR 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.

10. 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 30 calendar day written notice in favor of CITY of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 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 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 and no contribution shall be required of CITY. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY and each of their officers, officials, employees, agents and volunteers. 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.

11. INDEMNIFICATION

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 or alleged to arise 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.

12. 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.

13. 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.

14. 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.

15. BINDING

Subject to Section 18 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 and agreement 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.

22. CUMULATIVE REMEDIES

CITY may enforce this AGREEMENT in any manner available at law or in equity. Except as provided by Paragraph 12 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.

23. 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.

24. 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

By: _____
JERRY DYER, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: Cindy Bruer 8/20/13
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____ 7/17/13
Shannon L. Chaffin Date
Sr. Deputy Attorney

WEST FRESNO FAITH BASED ORGANIZATION
a California non-profit corporation

By: _____
Rev. Booker T. Lewis, President

By: Bruce McAlister
Pastor Bruce McAlister,
Chief Financial Officer

Addresses:

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

CONTRACTOR:
West Fresno Faith Based Organization
Attention: Rev. Booker T. Lewis,
President
1104 Collins Ave
Fresno, CA. 93706

Attachment:
Exhibit A - Release, Waiver and Indemnity Agreement
Exhibit B - Cost Breakdown

EXHIBIT A

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Participant acknowledges the Community Outreach Program ("Program") is provided, controlled and administered by and through The West Fresno Faith Based Organization and not the City of Fresno (City). Participant agrees to release, indemnify, hold harmless and defend City and its officers, officials, agents, employees and volunteers from and against any and all loss, liability, 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, Participant 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 or alleged to have arisen directly or indirectly out of Participant's participation in the Program. PARTICIPANT AGREES TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH TO HIMSELF/HERSELF WHILE PARTICIPATING IN THE PROGRAM AND HE/SHE DOES HEREBY VOLUNTARILY RELEASE THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM, AND DOES WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH CAUSED BY THEIR NEGLIGENCE.

Participant agrees this Release, Waiver and Indemnity Agreement ("Agreement") shall be binding upon his/her heirs, executors, administrators and assigns. City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement. This Agreement shall survive Participant's participation in the Night Watch Outreach Program.

Participant acknowledges that he/she: (i) has read and fully understands the content of this Agreement; (ii) is aware that this is a release of liability and a contract that is enforceable by the City; (iii) has been fully and completely advised of the potential dangers incidental to participating in the Program; (iv) has had the opportunity to consult with his/her attorney, in his/her discretion; and (v) is fully aware of the legal consequences of signing this Agreement.

Participant

_____

Printed Name:
Date:
Address:

Signature of Participant's Parent/Guardian (If Participant is a Minor)

_____

Printed Name:
Date:
Address:

Home Telephone No.:

Exhibit B

Cost Breakdown of Community Outreach/ Anti-Violence Youth Summit (Services) by West Fresno Faith Based Organization (Effective January 1, 2013– December 31, 2014)

BUDGET

Coordinator Stipend x $200 monthly x 24 months = $4,800

Trainers/Facilitators @ $350 each x 12 trainings = $4,200

Facility Fee @ $200 each x 12 trainings = $2,400

Training Supplies (flip chart paper, paper, pens, folders) = $2,080

40 Uniforms @ $100 each (T-shirts, headgear, jackets, vests) = $4,000

Outreach Supplies (Flashlights, pens, notepads, business cards) = $2,000

CBO Travel:

Per Diem $40 per day x 4 trainings x 2 days x 6 people = $1,920

Registrations x $30 each x 4 trainings x 6 people = $720

Hotel $100 per night x 4 trainings x 1 nights x 6 people = $2,400

Vehicle Rental @ $60per day x 2 days x 4 trainings = $480

Anti-Violence Youth Summit:

Facility Fee = In-Kind

Event Printing (Event Flyers/Posters, Registration Material) = $3,000

Event Office Supplies (tote bags, t-shirts, Laniers, folders, pens, notepads, labels, easels, paper) = $2,500

Event Speakers 6 @ $500 each = $3,000

Audio Equipment Rental (microphones, audio tech, amplifiers) = $1,500

Total Cost for the Duration of this AGREEMENT **$35,000**

WFFBO

West Fresno Faith Based Organization, Inc.
'Faith In Action'
A California Non-Profit Public Benefit Corporation
1920 Mariposa Mall – Fresno, CA 93721 – 559.263.1025 – 559.263.1286 *(fax)*

Rev. Booker T. Lewis II - President

Rev. Paul McCoy - Vice President

Rev. Bruce E. McAlister - Chief Financial Officer

Rev. Rufus Fruge - Secretary

Dr. Sudarshan Kapoor

Rev. Kenneth Smiley- President Emeritus

Dr. Kelvin Morgan

Pastor Jeff Wheeler

5/14/2013

To Whom It May Concern:

The West Fresno Faith Based Organization (FBO) recognizes the rich diversity of Fresno's ethnic and religious community. We envision a faith community collaborating to act on the divine call to assist the West Fresno Community by developing and operating programs in partnership with others to promote economic and social justice.

To advance the health, social, and economic development of West Fresno neighborhoods through dialogue, collaboration and joint action between people of faith and the community to improve socio-economic conditions.

We, the Executive Board of the West Fresno Faith Base Organization, by signing this letter authorize our President, Pastor Booker T. Lewis II to act as our signature in all areas of business and in any contractual obligations.

Rev. Booker T. Lewis II, President WFFBO

Rev. Paul McCoy, Vice President

Pastor Bruce McAlister, Chief Financial Officer

Pastor Rufus Fruge, Secretary