



City Council Report

915 I Street, 1st Floor
Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2017-00360

February 28, 2017

Consent Item 03

Title: 2017 Gang Prevention and Intervention Task Force Grant Award

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute an agreement with Rebranding You, Inc., for the 2017 Gang Prevention and Intervention Task Force Grant Program.

Contact: Khaalid Muttaqi, Director, Gang Prevention and Intervention Taskforce, (916) 808-5380, Office of the City Manager

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Funding Agreement

Description/Analysis

Issue/Detail: On September 14, 2016, a Request for Qualifications (RFQ) was released by the City of Sacramento's Gang Prevention & Intervention Task Force (Task Force) inviting non-profit service providers to submit applications for grant funding. The City received 73 applications totaling \$4.7 million in funding requests. A multi-disciplinary advisory team evaluated the proposals based upon four rating categories: 1) Agency Capacity; 2) Target Population and Demonstration of Need; 3) Program Design; and 4) Outcomes.

On December 6, 2016 City Council approved grant awards for twenty-one community-based non-profit organizations and authorized the City Manager to execute agreements with the identified grantees. Rebranding You, as the applicant, and Neighborhood Wellness Foundation, as the fiscal agent, were both required to execute an agreement for grant funding. Neighborhood Wellness Foundation has been removed from the agreement and will no longer be signing it. Being a registered non-profit organization, Rebranding You remains eligible to execute a grant agreement on its own without a fiscal agent. Staff is returning to Council for approval of the revised agreement following the removal of Neighborhood Wellness Foundation.

Policy Considerations: On September 15, 2015 City Council approved the strategic framework for the Task Force. The establishment of the Task Force is consistent with the City's vision to prevent gang and youth violence and increase community safety citywide.

Economic Impacts: None

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: Since the beginning of FY 2015/16 the Task Force Policy Committee has met regularly to develop and execute the adopted strategic framework.

Rationale for Recommendation: The Mayor's Gang Prevention and Intervention Task Force was formed in response to an increase in gang violence in the City of Sacramento. There is a shared understanding among all partner agencies that this is a problem that we cannot "arrest our way out of." Gangs are a community-wide problem thus requiring a community-wide response. It has become evident that to have a real impact on this complex problem, stable funding and infrastructure is needed. The Gang Prevention and Intervention Task Force Grant Program was developed to coordinate strategic investments in

partnership with community based service providers to increase support for high-risk youth and families in order to address and prevent gang and youth violence in our community.

Financial Considerations: As part of the FY 2016/17 budget \$1.2 million was allocated to support the continued implementation of the Task Force initiative. From these funds \$824,193 has been allocated for the 2017 Task Force Grant Program. Additionally, per council action on November 15, 2016, \$124,268 has been transferred from the Measure U Fund Balance to the Gang Prevention and Intervention Task Force MYOP (I02000600). These additional funds have been used to expand the grant program.

Local Business Enterprise (LBE): Not applicable.

Sample Funding Agreement

CITY OF SACRAMENTO GRANT FUNDING AGREEMENT

This "Agreement" is made and entered into effective as of (DATE), by and between the City of Sacramento, a municipal corporation (the "City"), and ("Grantee").

RECITALS

A. The City Manager (hereinafter "Manager"), or his/her designee, shall be the City official responsible for the Sacramento Gang Prevention and Intervention Taskforce Grant Program ("Grant Program") and shall render overall supervision of the progress and performance of this Agreement by the City. All services agreed to be performed by the City shall be under the overall direction of the Manager.

B. The City desires to provide grant funding for prevention and intervention services that contribute to the reduction of gang activities, gang proliferation, and youth violence and that will contribute to the safety and quality of life in the City of Sacramento and surrounding areas.

C. Grantee represents to the City that it is qualified and capable to carry out the grant project herein described and that Grantee meets those qualifications and requirements as set forth in the Request for Qualifications issued by the City dated _____ (the "Grant Program RFQ"), which Grant Program RFQ is incorporated herein by this reference.

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

1. PROGRAM

Grantee shall conduct the program described in Exhibit A ("Program" or "Scope of Services"). Grantee shall conduct the Program at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of describing the Program and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Grantee and made a part of this Agreement, including without limitation any document relating to the Program, the terms of this Agreement shall control and prevail.

2. TERM OF AGREEMENT

The Term of this Agreement shall commence (DATE) and shall expire on (DATE) (the "Term"), unless extended by the City or unless sooner terminated in accordance with the terms of this Agreement. The City may extend the Term upon written notice to Grantee from Manager prior to expiration of the Term.

3. GRANT AWARD; PAYMENT

- a. The City agrees to provide Grantee funding for those expenses associated with performing, overseeing and implementing the grant project described in Grantee's Proposal at Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Scope of Services" or "Program"), in accordance with the project budget (hereinafter "Budget") attached hereto as Exhibit B and incorporated by this reference, subject however, to all terms and conditions of this Agreement. The total amount of the grant funding from City to Grantee shall not exceed _____ USD ("Grant Award").
- b. Payment of the Grant Award shall be released to Grantee in two (2) equal installments over the Term of this Agreement. The first installment of the Grant Award shall be released to Grantee

upon full execution and delivery of this Agreement and the required insurance certificates to the City in a form acceptable to Manager.

In order to obtain the second installment of the Grant Award, Grantee is required to submit progress reports ("Progress Report") in accordance with the requirements contained and set forth in the Grant Program RFQ to demonstrate compliance with this Agreement, including but not limited to a description of the Scope of Services completed. The City shall have the right to request such further information as the Manager may deem necessary to ascertain Grantee's performance and compliance hereunder. Grantee shall deliver each of the Progress Reports not less than every three months during the Term. The second Installment of Grant Award is to be released subject to satisfactory completion and acceptance by Manager of Grantee's first Progress Report.

4. USE OF GRANT AWARD

a. Grantee shall undertake and complete the Program as described and set forth in Exhibit A. Grantee additionally shall participate in the City's evaluation system as set forth in the Grant Program RFQ and as directed by the City. Grant award, and any installment thereof, shall be conditioned on the City's acknowledgement of satisfactory completion of Progress Reports. The Parties do not intend for this definition of "satisfactory completion" to infringe the academic freedom of the Investigator or her team.

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

c. Grantee shall not adjust any line item expenditures in the Budget by more than 10% without the prior approval of the Director of the Gang Prevention and Intervention Taskforce ("Director"). Grantee shall make such requests for line item adjustments in writing to the Director. Failure to comply may result, at the City's option, in disallowed costs.

d. Grantee shall not expend any portion of the Grant Award for religious purposes and the Scope of Services funded by the Grant Award must not in any way convey a religious message. Any portion of the Grant Award used for a religious purpose or to convey a religious theme will be deemed a disallowed cost.

5. MONITORING AND EVALUATION

a. Grantee shall furnish all data, statements, records, information, and reports necessary for the City to monitor, review and evaluate the performance of the Scope of Services and its components. Grantee shall cooperate with the City in the conduct of any evaluation of Grantee's Services. Grantee shall further cooperate to incorporate minor modifications that may be discovered as necessary and appropriate as a result of feedback from the monitoring and evaluation process. Grantee recognizes and agrees that an evaluation of the Scope of Services may be completed after the expiration of the Term. The City shall have the right to request the services of an outside agent to assist in any such evaluation. Such evaluation services shall be paid for by the City.

b. Grantee shall submit regular Progress Reports regarding Grantee's performance and compliance under this Agreement.

c. In addition to the Progress Reports required hereunder, Grantee shall participate in a client result evaluation (the "Evaluation") for the Scope of Services encompassing Grantee's performance during the entire Term. The Evaluation will be conducted in accordance with an Evaluation plan approved by the Director. Grantee shall cooperate with the City in the development of the Evaluation plan and in its implementation.

d. In the event funding for another cycle is appropriated in future fiscal years, Grantee acknowledges and agrees that Grantee's future funding, if any, may be determined based on participation results of the evaluation processes described in this Section. The City shall use data in the evaluation of Grantee's current performance and for the development of future performance targets, consistent with the evaluation system.

6. PROGRAM COORDINATION

a. The Director shall monitor the Grantee's progress and performance of this Agreement. All services agreed to be performed by Grantee shall be conducted as set forth in this Section 6. The Parties agree that substantial involvement is expected between the Director and the Grantee when carrying out the Scope of Services.

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

c. Grantee's staff shall attend City of Sacramento Gang Prevention & Intervention Task Force meetings as required or requested by the Director.

d. Grantee's staff shall prioritize any referrals submitted by the Director of the Sacramento Gang Prevention & Intervention Taskforce that pertain to the services provided by the Grantee under the terms of the Agreement.

7. DOCUMENTATION; RETENTION OF MATERIALS

Grantee agrees to the following:

a. General Fiscal Responsibilities of Grantee. Grantee shall:

1. If applicable, appoint and submit to the City, the name of a fiscal agent, who shall be responsible for the financial and accounting activities of Grantee, including the receipt and disbursement of the Grant Award installments.

2. Establish and maintain a system of accounts for the Grant Award that shall be in conformance with generally accepted accounting principles. Such system of accounts shall be subject to review and approval of the City.

3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.

4. Submit to the City at such times and in such forms as the City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.

b. Records of Grantee.

1. Grantee shall maintain records of all matters related to this Agreement including, but not limited to, books, financial records, supporting documents, statistical records, personnel records, property records, and all other pertinent records sufficient to reflect properly:

a. All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in performance of this Agreement.

b. All other matters covered by this Agreement.

2. Grantee shall preserve and make available its records:

- a. For the period of three (3) years from the date of expiration or sooner termination of Agreement; or
- b. For such longer period, if any, as may be required by applicable law.

c. Examination of Records; Facilities. At any time during normal business hours, and as often as may be deemed necessary, Grantee agrees that the City, and/or any of its authorized representatives shall have access to and the right to examine its plants, offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement. Grantee also agrees that the City, or any of its representatives shall have the right to audit, examine, and make excerpts or transcripts of and from such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials, and all other data relating to matters covered by this Agreement:

1. For a period of three (3) years from the date of expiration or sooner
2. Termination of Agreement; or for such longer period, if any, as may be required by applicable law.

d. Audits. In the event that the City determines, from review of any Progress Report, inspection of records or any other source, that there is a problem or discrepancy regarding Grantee's compliance with the terms and conditions of this Agreement, including but not limited to the Project Budget, then the City shall, in its sole discretion, have the right to require an audit relating to the Scope of Services and Grantee's compliance hereunder. In the event the City elects to require an audit, the City shall notify Grantee and the following provisions set forth below shall apply.

1. Grantee shall enter into an agreement with an outside auditor no later than thirty (30) days from the date of City's notice calling for a financial audit of Grantee hereunder. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Grantee. An amount equal to the Grantee's estimated cost of an independent audit may be set aside from the Grant Award by the City.
2. Should Grantee not enter into the agreement with an outside auditor or should an audit not be done on a timely basis, the City, at its discretion, may enter into an agreement with an independent auditor to do the audit and utilize Grantee's set-aside funds for the audit. The City shall involve and include Grantee's Internal Audit Services unit, at the earliest opportunity, in any and all such audits.
3. The audit report must be completed and sent to the Manager within one hundred and twenty (120) days from City's notice calling for an audit of Grantee. The audit shall conform with generally accepted auditing principles.
4. Grantee shall submit to the City copies of management letters the auditor prepares for the Grantee as a part of the audit engagement.
5. All audits must be done by Certified Public Accountants currently certified to practice in the State of California. Grantee must have proof of current licensing included at the time the audit is submitted to the City. A certification to practice in California must accompany the audit when submitted to the City.

6. In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to five percent (5%) or less of the Grant Award, then the cost of the audit shall be borne fifty-fifty (50% by Grantee and 50% by the City). In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse of funds equal to more than five percent (5%) of the Grant Award, then Grantee shall be responsible for the entire cost of the audit.

Notwithstanding the foregoing, the City shall have the right for any reason whatsoever to perform, or cause to be performed an independent audit. Such audits may cover programmatic as well as fiscal matters. The City shall involve and include Grantee's Internal Audit Services unit, at the earliest opportunity, in any and all such independent audits. Grantee will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Costs of such independent audits shall be borne by the City.

e. Disallowed Costs. Grantee is liable for repayment of disallowed costs as determined by the City. Disallowed costs may be identified through audits, monitoring or other sources.

8. ASSIGNMENT; COLLABORATION WITH SERVICE PARTNER

a. Grantee shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Grantee agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Grantee in the performance of this Agreement before Grantee contracts with or otherwise engages any such subcontractors or subconsultants. The Parties agree that any and all subcontractors and subconsultants identified in Exhibit A are pre-approved by the City.

b. Notwithstanding the foregoing, to the extent set forth and described in the Scope of Services, Grantee may work with collaborative service partners, which may include any entity that will share resources that impact the delivery of the proposed services (such as school sites and school districts where services may be provided, as well as other non-profit community service organizations), provided that Grantee shall ensure that it obtains all necessary permissions to conduct the Scope of Services, if necessary, on third-party premises such as school sites, school districts, or non-profit community service organizations.

9. RELATIONSHIP OF PARTIES

It is understood and agreed by and between the parties that Grantee in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of the City in any matter. Grantee further agrees that it will not in any manner hold itself out as the agent or representative of the City or act in such a fashion as would give the impression to a reasonable person that Grantee is acting in such a capacity.

10. INDEMNITY

Grantee shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), but only in proportion and to the extent that such claims, demands, costs or liabilities are caused by or result from the negligence, recklessness, or willful misconduct of Grantee, its officers, employees, agents or volunteers, in the performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Grantee's duty to defend exists regardless of whether it is ultimately determined

that there is no obligation to indemnify. The existence or acceptance by City of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 10. This Section shall survive expiration or sooner termination of this Agreement.

a. Insurance Requirements. During the entire term of this Agreement, GRANTEE shall maintain the insurance coverage described in this Section 10.

Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by Grantee under this Agreement. No additional compensation will be provided to obtain the insurance required hereunder.

It is understood and agreed by the Grantee that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Grantee in connection with this Agreement.

A Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Grantee, its sub-consultants, and subcontractors, products and completed operations of Grantee, its sub-consultants, and subcontractors, and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Grantee.

No automobile liability insurance shall be required if Grantee completes the following certification:

“I certify that a motor vehicle will not be used in the performance of any work or services under this agreement.” _____ (Grantee initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City. If no work or services will be performed on or at City facilities or City Property, the City Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is not required.
_____(City Representative initials)

No Workers' Compensation insurance shall be required if Grantee completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." (Grantee initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Grantee, its sub-consultants, and subcontractors; products and completed operations of Grantee, its sub-consultants, and subcontractors; and premises owned, leased, or used by Grantee, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Grantee's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.
- (3) Coverage shall state that Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the City in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) For all insurance policy renewals during the term of this Agreement, Grantee shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Grantee or cancel the Agreement if the insurance is canceled or Grantee otherwise ceases to be insured as required herein.

F. Subcontractors

Grantee shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

11. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Grantee (including Grantee's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Grantee nor Grantee's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the Grant Award. As an independent contractor, Grantee hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Grantee's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. If, in the performance of this Agreement, any third persons are employed by Grantee, such persons shall be entirely and exclusively under the direction, supervision, and control of Grantee. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Grantee. It is further understood and agreed that Grantee shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Grantee's assigned personnel and subcontractors.

- c. The provisions of this section shall survive any expiration or termination of this Agreement.

12. TERM, TIME OF PERFORMANCE, SUSPENSION, TERMINATION FOR CAUSE, TERMINATION WITHOUT CAUSE

- a. This Agreement shall become effective on (DATE), set forth on the first page of the Agreement.
- b. The Program shall be conducted in accordance with the schedule set forth in Exhibit A and shall be completed by (DATE).
- c. City shall have the right at any time to temporarily suspend Grantee's performance hereunder, in whole or in part, by giving a written notice of suspension to Grantee. If City gives such notice of suspension, Grantee shall immediately suspend its activities under this Agreement, as specified in such notice.

d. Manager may, with or without prior notice to Grantee, at any time in his or her absolute discretion, elect to suspend or terminate payment to Grantee, in whole or in part, terminate work or expenditures by Grantee, under this Agreement, or not to make any particular payment under this Agreement or take any other action available in the event of any of the following occurrences:

1. If Grantee (with or without knowledge) made any material misrepresentation of any nature with respect to any information or statements furnished to City in connection with this Agreement;
2. If there is pending litigation with respect to the performance by Grantee of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
3. If Grantee, without having obtained City approval, has taken any action pertaining to the Program, which requires City approval;
4. If Grantee makes improper use of the Grant Award;
5. If Grantee fails to comply with any of the terms and conditions of this Agreement including without limitation, Grantee's failure to carry out the Program.
6. If Grantee fails to submit Progress Reports as obligated in Section 3 and 4 of this Agreement.
7. Each of Grantee's obligations under this Agreement shall be deemed material.

e. This Agreement may be terminated by either party by giving thirty (30) days' notice to the other in writing of its intent to terminate the Agreement.

Upon such notice, Grantee shall cease any further work related to this Agreement. Nothing in this Agreement shall be deemed to be a waiver of the City's right to recover from Grantee any portion of the Grant Award that has not been spent in accordance with this Agreement or that has not been spent as of the date of notice under this subsection.

13. STANDARD OF PERFORMANCE

Grantee shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Grantee's profession in California. Grantee shall assign only competent personnel to perform services under this Agreement. Grantee shall notify City in writing of any changes in Grantee's staff assigned to perform the services under this Agreement prior to any such performance.

14. CONFLICTS OF INTEREST

Grantee covenants that neither it, nor any officer or principal of its corporation, has or shall acquire any interest, directly or indirectly, that would hinder Grantee's performance of services under this Agreement. Grantee further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Grantee agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Grantee may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Grantee agrees to protect all City Information which is (i) marked conspicuously as "Confidential"; (ii) delivered to the Grantee Coordinator during the Term; (iii) not in the public domain; (iv) not already known by Grantee; (v) not independently developed by Grantee, and (vi) not required to be disclosed under law ("Confidential City Information"), and treat it as strictly confidential. Grantee shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any Confidential City Information to any third party without the prior written consent of City. In addition, if Grantee directly utilizes City technology systems in the performance of the Program, Grantee shall comply with all City policies governing the use of the City network and technology systems. A violation by Grantee of this Section 15 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

Grantee shall maintain the confidentiality of (i) information gathered and (ii) all records generated under this Agreement only to the extent required pursuant to applicable Federal and State laws, subject, however, to reports to child abuse reporting agencies required by law.

16. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Scope of Services. Any and all verbal or written agreements regarding the Scope of Services made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Grantee shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.*

d. Non-discrimination. Except as permitted by law, Grantee shall not, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, refuse to hire or employ the person or refuse to select the person for a training program leading to employment, or bar or discharge the person from employment or from a training program leading to employment, or discriminate against the person in compensation or in terms, conditions, or privileges of employment.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Any grant award or acceptance by City of any service performed by Grantee under this Agreement, any waiver by City of any default, breach or condition precedent, shall not be construed as a waiver of any provision of this Agreement by City, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Successor and Assigns. Grantee binds itself, its partners, successors, legal representatives and assigns to City with respect to all promises and agreements contained herein.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

i. Authority to Sign. The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective parties, and to bind said parties to the terms hereof. This Agreement is subject to the approval by each party's governing body.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

GRANTEE
NAME OF AGENCY: _____

CITY OF SACRAMENTO,
a municipal corporation

TYPE OF BUSINESS ENTITY (*check one*):

By: _____
City Manager

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____
City Attorney's Office

By: _____

Print Name: _____

Title: _____

Attachments:

Exhibit A – Budget spreadsheet, Budget narrative, and Resource table