

TULARE COUNTY YOUTH COMMISSION

AGREEMENT BETWEEN THE COUNTY OF TULARE AND PESTICIDE ACTION NETWORK OF NORTH AMERICA

I. INTRODUCTION

THIS GRANT AGREEMENT is entered into as of June 12, 2018, between the County of Tulare, acting by and through the Tulare County Youth Commission, herein referred to as "County" and Pesticide Action Network of North America, a nonprofit organization in Tulare County, herein referred to as "Grantee," with reference to the following:

II. RECITALS

A. WHEREAS, the Tulare County Board of Supervisors created the grant program to fund programs by nonprofit organizations in Tulare County that work with gang affiliated or gang exposed youth; and

B. WHEREAS, Grantee submitted an application pursuant to Request for Proposals, the application which is incorporated by reference and made part of this contract.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **PURPOSE**: County shall provide a grant from the Step Up Youth Activities Grant Program to Grantee for the purpose of funding the Summer Arts Program.
2. **TERM OF AGREEMENT**: The term of this Agreement begins on July 1, 2018 and terminates on June 30, 2019.
3. **GRANT AMOUNT**: The amount provided by County to Grantee is \$10,000. The amount will be processed and disbursed in two separate payments of \$5,000 each.
4. **METHOD OF PAYMENT**: After signature of this contract by County and Grantee, the first payment shall be processed and transmitted to Grantee at the address listed in Paragraph 9 of this agreement. The second payment will be processed and transmitted only if the Youth Commission approves the second payment after the Mid-Year Report period.
5. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between County and Grantee as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

6. **SUBMISSION OF REPORTS:** Grantee is required by contract to provide reports to County. All reports shall be submitted to staff of the Tulare County Youth Commission and shall be submitted in both electronic and hard copy. If requested, Grantee shall promptly provide any additional information deemed necessary by County for approval of reports. Reports shall be presented in the format provided by the Tulare County Youth Commission.

Mid-year report: The mid-year report shall be submitted by January 18, 2019. This report shall include a description of project operations to date and their effectiveness, any data developed or information gained and any problems encountered or benefits achieved as a result of the work accomplished to date. Submittal of the report on time is the responsibility of Grantee and must be submitted using the format provided by the Tulare County Youth Commission.

Final Report: The final report shall be submitted by May 10, 2019. Grantee shall prepare and submit to County, on completion of the project, a final report within 30 calendar days of completion of the funding cycle. The final report shall include a description of actual work done, a final schedule showing actual outcomes progress versus planned outcomes and a summary of how the project worked to reduce the presence of gangs in the project's service area.

Presentation: Grantee is also required to give a verbal presentation on the final report to members of the Tulare County Youth Commission. The presentation date will be on May 20, 2019. Grantee should give an overview of year-to-date performance outcomes, expenditures, and program.

7. **CONFLICT RESOLUTION:** In the case of conflict between documents, this contract shall control over all other documents. The Step Up Youth Activities Grant Application and other governing procedures adopted by the Youth Commission shall control over Grantee's completed application.
8. **EVENT NOTIFICATION:** The Youth Commission shall be notified of any public events made possible through the program funded by the Step Up Youth Activities Grant program.
9. **NOTICES:** Any notice, demand, request, consent or approval that either party desires or is required to give to the other party under this Agreement shall be in writing. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

County:

County of Tulare
Board of Supervisors
Attn.: Youth Commission Staff
2800 W. Burrel
Visalia, CA 93291
(559) 636-5000

Grantee:

Organization: El Quinto Sol de America

Contact Name: Isabel Arrollo

Title: Executive Director

Address: 115 N. Elmwood or P.O. Box 1366

City, State, Zip: Lindsay, CA 93247

Phone Number: 559.562.3060

Email Address: isabel@elquintosoldeamerica.org

10. **REIMBURSEMENT OF FUNDS:** County has the right to request immediate reimbursement of all funds if Grantee expends the grant funds for purposes that are not agreed upon in this contract and do not conform with the programs set forth in the grant application. County has the right to request reimbursement of amount of funds equal to the value not expended properly.
11. **WAIVER OF LIABILITY:** Grantee shall hold harmless, defend, and indemnify County from and against any liability, claims, actions, costs, damages or losses from injury including death to any person or damage to any property arising out of use of equipment purchased with any portion of these granted funds. Grantee also agrees to hold harmless, defend, and indemnify County from and against any liability, claims, actions, costs, damages or losses incurred by County as a result of Grantee's improper use of funds under this approved Agreement.
12. **RETENTION POLICY:** Grantee shall maintain complete and accurate records with respect to the services rendered and the expenditures incurred under this Agreement. In addition, Grantee shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Grantee shall make such records

available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying such records, for a period of five (5) years from the date of final payment under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

GRANTEE

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of a resolution by the corporation's Board of Directors resolution the execution of the contract.

Date: 06/11/18

By: [Signature]
TITLE: Executive Director, El Quinto Sol de America

Date: 6/7/18

By: [Signature]
TITLE: Managing Director + CFO, Pesticide Action Network,
fiscal sponsor of El Quinto Sol

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

COUNTY OF TULARE

Date: 6/12/2018

By: [Signature]
Chairman, Board of Supervisors

**Template Approved as to Form
by County Counsel
on December 19, 2014**

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