Title: Family Unity, Education, and Legal (FUEL) Network for Immigrants Report to City Council [Oral Report]

Location: Citywide

Recommendation: Receive and file.

Contact: Christopher Conlin, Interim Assistant City Manager, 916-808-8526, Office of the City Manager

Presenter: Marcus Tang, Citizenship and Immigration Project Director, (916) 446-7901, California Rural Legal Assistance Foundation

Attachments:
1-Description/Analysis
2-FUEL Contract C2017-1329
Description/Analysis

Issue Detail: Sacramento immigrants comprise over twenty percent of our residents. Our community has benefited from being one of the most integrated and diverse cities in the United States. Sacramento has a strong history of reaching out and welcoming people of diverse backgrounds and immigration status. In 1985, the City Council (Council) adopted Resolution 85-973 which recognized the dignity and human rights of individuals fleeing Guatemala and El Salvador and declaring Sacramento a “sanctuary city [that] shall serve as a haven for refugees now residing in the City of Sacramento until they can safely return to their homeland or until they receive federally recognized residency status.”

On May 4, 2017 the Council reaffirmed the City of Sacramento’s status as a City of Sanctuary. In a related action, the Council established a onetime grant for the Sacramento FUEL Network. With the City’s financial, institutional, and leadership support over the past year, the FUEL Network has grown into a robust collaborative of over fifty Sacramento community-based organizations, legal services providers, volunteer attorney groups, labor unions, faith-based groups, and educational institutions that are all actively working to provide critical services to immigrant communities. California Rural Legal Assistance Foundation (CRLA Foundation) was appointed by the City as the fiscal lead organization for the FUEL Network. This Network includes Sacramento-area organizations and institutions such as the American Immigration Lawyers Association, the Center for African Peace and Conflict Resolution, the Center for Workers’ Rights, the Council on American-Islamic Relations, Cruz Reynoso Bar Association, La Familia Counseling Center, the Mexican Consulate, the University of Pacific McGeorge School of Law Immigration Clinic, Sacramento Area Congregations Together, Sacramento Food Bank and Family Services, the Sacramento Immigration Coalition, the UC Davis Immigration Clinic, the Sacramento Immigration Coalition, and many others.

The primary goal of the FUEL Network is to help Sacramento residents prevent, prepare for, or defend against the possibility of deportation through the provision of completely free education and outreach, resources, and legal services. The FUEL Network accomplishes this goal by: 1) offering “Know Your Rights” presentations and family preparedness emergency assistance to Sacramento immigrant families; 2) expanding the capacity and expertise of local organizations and school districts to provide these services; and 3) providing limited-scope legal assistance and full-scope legal representation to individuals in their immigration legal matters.

Policy Considerations: Council passed Resolution No. 2017-0159 authorizing the appropriation of up to $300,000 from the available fund balance in the General Fund in FY2017/18 for a grant to the Sacramento FUEL Network to provide urgent legal and support services to Sacramento families facing the immediate threat of separation due to deportation, and authorizing the City Manager or City Manager’s designee to negotiate and execute a
contract for said grant. The subsequent Grant Funding Agreement 2017-1329 stipulated a
scope of work and a requirement for FUEL to provide regular Progress Reports regarding their
performance and compliance under this Agreement.

**Economic Impacts:** Not applicable.

**Environmental Considerations:** Not applicable.

**Sustainability:** There are no sustainability considerations associated with this report.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** Not applicable.

**Financial Considerations:** All funding for the FUEL Network came from the FY2017/18
Approved Budget and has been expended as of this report date.

**Local Business Enterprise (LBE):** Not applicable.
City of Sacramento

Requires Council Approval: ☑️ Yes  ☐ No  Meeting: 5/4/2017

Real Estate ☐  Other Party Signature Needed ☑️  Recording Requested ☐

General Information

Type: Professional Services  PO Type:  Attachment: Original No.: Original Doc Number:
Non-Comp-Non-Prof Service

$ Not to Exceed: $300,000

Other Party: California Rural Legal Assistance Foundation

Project Name: Sacramento Family Unity, Education, and Legal (FUEL) Network for Immigrants

Deed: ☑️ None  ☐ Included  ☐ Separate

Project Number: n/a  Bid Transaction #: n/a  E/SBE-DBE-M/WBE: n/a

Department Information

Department: City Manager  Division: Executive Office
Project Mgr: Arutro Sanchez  Supervisor: Howard Chan
Contract Services: Andrew Geurink  Date: 10/19/2017  Division Mgr: Arutro Sanchez
Phone Number: 808-7896  Org Number: 02001011

Review and Signature Routing

Department  Signature or Initial  Date

Project Mgr:  
Accounting:  
Contract Services: ☑️ 10-19-17
Supervisor:  
Division Manager:  
City Attorney  Signature or Initial  Date

City Attorney:  MAF  10/20/17

Send Interoffice Mail ☐  Notify for Pick Up ☑️

Authorization  Signature or Initial  Date

Choose Director  
Department Director:  
City Mgr: ☑️ Yes  ☐ No  ☑️  10-25-17

Contract Cover/Routing Form: Must Accompany ALL Contracts;

For City Clerk Processing

Finalized:  
Initial:  
Date: 10/19/2017
Imaged:  
Initial:  
Date: 10/19/2017
Received:  (City Clerk Stamp Here)
This "Agreement" is made and entered into by and between the City of Sacramento, a municipal corporation (the "City"), and the California Rural Legal Assistance Foundation ("Grantee").

RECITALS

A. The City Manager (hereinafter "Manager"), or his/her designee, shall be the City official responsible for the City of Sacramento Grant for Immigration Support Services ("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 immediate immigration detention, deportation prevention, and deportation intervention services that contribute to the protection of families and the education and support of Sacramento immigrant populations 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.

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. 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 30 days after execution and shall expire on August 31, 2018 (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 $300,000 ("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 submission of the required insurance certificates to the City in a form acceptable to Manager.
Second installment will only be released pursuant to meeting reporting and measurable requirements as indicated and pursuant to the schedule in the SOW.

c. 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 SOW 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 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. 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 proscribed by the City Manager, or his/her designee 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.

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 Manager. Grantee shall make such requests for line item adjustments in writing to the Manager. 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.

4. 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 Manager. 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.

5. PROGRAM COORDINATION

a. The Manager or his/her designee 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 Manager 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 Manager immediately of such occurrence. Grantee’s staff shall cooperate fully with the Manager with respect to all matters related to this Agreement.

c. Grantee’s staff shall attend quarterly meetings as required or requested by the Manager.

d. Grantee’s staff shall prioritize any referrals submitted by the Manager that pertain to the services provided by the Grantee under the terms of the Agreement.

6. DOCUMENTATION; RETENTION OF MATERIALS

Grantee agrees to the following:

a. General Fiscal Responsibilities of Grantee. Grantee shall:

i. 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.

ii. 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.

iii. 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.
iv. 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.

i. 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.

ii. 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.

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.

i. 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. 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.
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.

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.

Grantee shall submit to the City copies of management letters the auditor prepares for the Grantee as a part of the audit engagement.

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.

In the event that the result of any such audit shows a discrepancy from the Project Budget or misuse 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.

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.

7. 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. 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.

c. Grantee agrees that the City shall have the right to review and approve any subgrant awards prior to disbursement. Should the City deny or decline to approve a subgrant award, the City will provide written notice of the reason(s) why the subgrant award is not being approved.

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. 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.

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.

i. Minimum Scope & Limits of Insurance Coverage
(a) **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.

(b) **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)

(c) **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)

(d) **Professional Liability Insurance** providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ☑️ Is not ☐ [check one] required for this Agreement.
If required, such coverage must be continued for at least 2 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

ii. Additional Insured Coverage

(a) 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.

(b) 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.

iii. Other Insurance Provisions

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

(a) 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.

(b) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(c) 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.

(d) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

iv. 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.

v. Verification of Coverage

(a) 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.

(b) 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

(c) 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.

vi. 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. SUSPENSION OR TERMINATION

a. 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.

b. 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:

i. 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;

ii. 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;

iii. If Grantee, without having obtained City approval, has taken any action pertaining to the Program, which requires City approval;

iv. If Grantee makes improper use of the Grant Award;

v. 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.

vi. If Grantee fails to submit Progress Reports as obligated in Section 3 and 4 of this Agreement.

vii. Each of Grantee's obligations under this Agreement shall be deemed material.

vii. Due to any conflict of interest, whether previously undisclosed or arising after the effective date of the Agreement.

c. 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. FUNDING AVAILABILITY

It is understood and agreed that funding is contingent on there being sufficient funds within the City of Sacramento's budget. If the City lacks funding within its budget, the Agreement shall have no further force and effect. If there is a lack of funding or should funds became unavailable after the effective date of the Agreement, the City shall have no liability to pay any funds to the Grantee or to furnish other consideration under this Agreement and the Grantee shall not be obligated to continue to perform any services under the provisions of this Agreement.

It is also understood that funds for the Grant Program must be appropriated and approved by City Council. City Council has the authority to reduce or eliminate funding of this Grant Program, without cause or justification, with no liability occurring to the City.

14. 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.

15. 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.

16. 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 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.

17. MISCELLANEOUS

a. **Entire Agreement.** This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding the parties may have had prior to the execution of this Agreement.

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

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.

**CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION, INC.**

**TYPE OF BUSINESS ENTITY (check one):**

- [ ] Individual/Sole Proprietor
- [ ] Partnership
- [ ] Corporation
- [ ] Limited Liability Company
- [x] Other (please specify: 501(c)(3))

**Signatures of Authorized Persons:**

By: ______________________
Print Name: **AMAGDA PEREZ**
Title: **EXECUTIVE DIRECTOR**

**Attachments:**
Exhibit A – Scope of Services
Exhibit B – Budget and Budget Narrative
Exhibit C – Insurance Requirements

**CITY OF SACRAMENTO,**
a municipal corporation

By: ______________________
Fran Halbakken, Assistant City Manager
for: Howard Chan, City Manager

**APPROVED AS TO FORM:**

By: ______________________
City Attorney's Office

Wendy Klock-Johnson, Assistant City Clerk

**Attest on:** 02/07/2023
Exhibit A - Scope of Work

Agency Name: California Rural Legal Assistance Foundation
Program Name: Sacramento Family Unity, Education, and Legal (FUEL) Network for Immigrants

• Description of activities and services to be provided

The FUEL Network will consist of non-profits, religious organizations, law school immigration clinics, local pro bono attorneys, and other community organizations and entities. FUEL Network funds will be used to establish 4 full-time staff positions, create sub grants for these FUEL Network partners to achieve specific deliverables, and establish administrative support for the partners such as printing costs ($10,000 for educational materials). California Rural Legal Assistance Foundation (CRLA Foundation) will serve as the fiscal agent for the project, and will execute a contract with the City of Sacramento for the funding provided by the Vera Institute and the City of Sacramento. With these funds, CRLA Foundation will accomplish the following responsibilities:

Hire and supervise staff to conduct the following Services and Activities:

1. Provide preventative services that help immigrants avoid or prepare for removal proceedings.

2. Provide representation and assistance to detained immigrants in removal proceedings.

3. Coordinate an advisory committee that will manage the application process for $42,500 to $53,000 in subgrants that will be made available to FUEL Network partners, disbursing these subgrants to the partners, and collecting reporting data from the partners after they have achieved their subgrant deliverables. Subgrants will fund the partners to perform the following types of activities:
   a. Know Your Rights Presentations
   b. Family Preparedness Planning
   c. Freedom of Information Act & Criminal Background Check Requests
   d. Affirmative Applications for Immigration Relief (U Visa, VAWA, T Visa, SIJS)
   e. Bond Hearings

4. Conduct community outreach, training the partners, and oversee a rapid response system.

5. Developing/designing materials for “Know Your Rights” (KYR) presentations, managerial support for presentations

6. Creating/maintaining referral network for non-immigration services,
7. Family preparedness planning for undocumented parents,

8. Assisting with ICE raid verification, coordinating 24/7 hotline, coordinating with other municipalities' Northern CA rapid response efforts

9. Managing volunteer network, coordinating FUEL network meetings,

10. Miscellaneous communication with FUEL partners,

11. General outreach & social media campaigns,

12. Publicizing Network services, tracking/reporting project deliverables from staff positions and partners.

- **Locations of where you will be providing services**
  FUEL will provide services at the following locations;
  - 2210 K Street, Suite 201, Sacramento, CA 95816
  - AT ICE detention Facilities
  - At community Organizations that are Partners to Network

- **Target Population**
  - **Projected number of unduplicated clients to be served**
    FUEL will provide direct legal representation, assistance, or referral for over 220 unduplicated clients

    Provide Outreach and assessment for over 1500 unduplicated individuals

    Provide Education and Know Your Rights support to over 5150 individuals via sub grants and support network of community based partners.

FUEL Network
- **Timeline of services to be provided**

<table>
<thead>
<tr>
<th>Service</th>
<th>Nov</th>
<th>Dec</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire and train staff</td>
<td>x</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Outreach to collaborative partners/meetings</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td>X</td>
</tr>
<tr>
<td>Commence Grant Making Process</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Commence Intakes At ICE</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provide Grants</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Commence KYR workshops</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Seek Additional Funding</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

FUEL Network
• Intended Outcomes and method of evaluation.

Quarterly reports and information will be provided to the City detailing FUEL's intended outcomes, as follows:

1. Program development
   a. Within first quarter Hire and train Program Coordinator
   b. Within first quarter Hire and train Prevention Attorney
   c. Within first quarter Hire and Train Removal Defense Attorney
   d. Within first quarter in collaboration with City Staff Prepare draft RFP for community partners
   e. Within first quarter Release RFP for submission by partners

2. Preventative Services: FUEL will serve 1,500 via consultations, background checks, "Know Your Rights" presentations, family preparedness appointments, representation in affirmative applications for immigration relief, coordinating pro bono attorney panel, training FUEL network partners. With FUEL staff conducting 22 Service Provider trainings. Quarterly reports will include:
   a. # of Sacramento Family cases assigned
   b. # and Types of Sacramento family applications prepared -- breakdown by categories
   c. # of eligible Sacramento client consultations made in quarter with eligible individuals or families
   d. # of eligible Sacramento client referrals made or other detainees to pro bono panel and or partners for eligible services
   e. # of Sacramento partners -- identify
   f. # of meetings held - location
   g. # of Referrals made
   h. # of "Know Your Rights" presentations held and approximate # of attendees at each

3. Removal Defense Services: 220 detained immigrants will be assisted via intakes at ICE detention facilities, and by providing representation in deportation defense cases, rapid response intakes & negotiation with ICE, coordinating pro bono immigration attorney panel, representation in affirmative applications for immigration relief. With approximately 25 individuals represented in Bond or Deportation Cases
   a. # of Sacramento eligible Cases
   b. # eligible Sacramento client consultations made in quarter with eligible detainees
   c. # of eligible Sacramento client represented in Bond or Deportation hearings
   d. # of eligible Sacramento client referrals made or other detainees to pro bono panel and or partners for eligible services
e. # of referrals made  
f. # of applications resolved for Sacramento residents  
g. # of pending cases for Sacramento residents

4. Network Partner Sub grant Services: FUEL will serve 5,150 individuals via sub grants provided directly to community organizations to conduct:

- “Know Your Rights” Presentations  
- Family Preparedness Planning  
- Background Check Requests  
- Affirmative Applications for Immigration Relief  
- Bond Hearings  

Quarterly reports will include:

a. Criteria for selecting members of the advisory committee  
b. Criteria and methods for selecting subgrant recipients  
c. Regular meetings by advisory committee on selection of subgrant recipients  
d. # subgrant applications received  
e. # subgrants awarded to recipients  
f. Accounting of disbursements to subgrant recipients  
g. Collection of data from subgrant recipients  
h. Collection of final accounting from subgrant recipients  
i. # of Sacramento residents served via subgrants  
j. # of Sacramento residents attending trainings provided by partner (broken down by partner organization)  
k. Hold at least 22 partner training sessions for Service Providers (see Outcome #2 above)  
l. Disseminate Materials and educational items developed by coordinator  
m. Require monthly reports from rapid response partners regarding trends or key developments in workload  
n. # of DACA focused trainings held  
o. # of participants by immigration category of concern. Ex: DACA, Naturalization, Permanent Resident Alien, Deportation prevention, other
These outcomes will be measured and evaluated through the following methods:

**PROGRAM EVALUATION SYSTEM**
The evaluation is used for management and staff to identify the results of the services we provide and their effects on the clients we serve. Program evaluation information is collected on a quarterly basis and presented to FUEL Network partners so that each may make better informed decisions regarding the services provided.

**Components of the Program Evaluation System**
There are four components to the Program Evaluation System. These are
- A. Program Evaluation Report
- B. Client Satisfaction Survey results
- C. Assessment of Program Quality
- D. Quarterly Managers Report

**Responsibility for the Program Evaluation System**
The Program Coordinator of FUEL is responsible for the Program Evaluation System, including data collection, reporting of results and review of the System. The Program Coordinator may delegate data collection and reporting task to others as appropriate.
EXHIBIT A
Project Budget
FUEL

Please provide an estimated budget for a twelve month program beginning January 1, 2017 – December 31, 2017

A. Personnel Costs  
(List position title and FTE in description)

<table>
<thead>
<tr>
<th>Description</th>
<th>City of Sac Funding Request</th>
<th>VERA Match</th>
<th>Total Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator 1 FTE</td>
<td>$30,000.00</td>
<td>$25,000.00</td>
<td>$55,000.00</td>
</tr>
<tr>
<td>Preventative Services Attorney 1 FTE</td>
<td>$24,500.00</td>
<td>$25,000.00</td>
<td>$49,500.00</td>
</tr>
<tr>
<td>Removal &amp; Detention Attorney 1 FTE</td>
<td>$27,000.00</td>
<td>$27,000.00</td>
<td>$54,000.00</td>
</tr>
<tr>
<td>Paralegal 1 FTE</td>
<td>$23,000.00</td>
<td>$23,000.00</td>
<td>$46,000.00</td>
</tr>
<tr>
<td><strong>Total Salaries</strong></td>
<td>$104,500.00</td>
<td>$100,000.00</td>
<td>$204,500.00</td>
</tr>
<tr>
<td>Fringe Benefits 31%</td>
<td>$63,395.00</td>
<td></td>
<td>$63,395.00</td>
</tr>
<tr>
<td><strong>Total Personnel Costs</strong></td>
<td>$167,895.00</td>
<td>$100,000.00</td>
<td>$267,895.00</td>
</tr>
</tbody>
</table>

B. Operating Costs

<table>
<thead>
<tr>
<th>Description</th>
<th>City of Sac Funding Request</th>
<th>CRLAF Match</th>
<th>Total Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subgrants to Community Orgs</td>
<td>$53,000.00</td>
<td></td>
<td>$53,000.00</td>
</tr>
<tr>
<td>Materials for All FUEL Partners</td>
<td>$10,000.00</td>
<td></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Bar Dues &amp; Memberships</td>
<td>$1,260.00</td>
<td></td>
<td>$1,260.00</td>
</tr>
<tr>
<td>Facility / Occupancy</td>
<td>$19,632.00</td>
<td></td>
<td>$19,632.00</td>
</tr>
<tr>
<td>Malpractice Insurance</td>
<td>$1,640.00</td>
<td></td>
<td>$1,640.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$600.00</td>
<td></td>
<td>$600.00</td>
</tr>
<tr>
<td>FUEL Staff Non-Materials Printing</td>
<td>$750.00</td>
<td></td>
<td>$750.00</td>
</tr>
<tr>
<td>Equipment &amp; Maintenance</td>
<td>$5,000.00</td>
<td></td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$800.00</td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td>Travel / Transportation</td>
<td>$13,150.00</td>
<td></td>
<td>$13,150.00</td>
</tr>
<tr>
<td>Training</td>
<td>$6,000.00</td>
<td></td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Indirect Costs 15%</td>
<td>$20,000.00</td>
<td>$40,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td><strong>Total Operating Costs</strong></td>
<td>$131,832.00</td>
<td>$40,000.00</td>
<td>$171,832.00</td>
</tr>
</tbody>
</table>

| Personnel Costs                     | $167,895.00                 | $100,000.00| $267,895.00   |
| Operating Costs                     | $131,832.00                 | $40,000.00 | $171,832.00   |
| **Total Program Costs**             | $299,727.00                 | $140,000.00| $439,727.00   |
EXHIBIT A-1
Project Budget Narrative
FUEL Network

Please provide an estimated budget narrative for a twelve month program beginning September 1, 2017 – August 31, 2018

A. Personnel Costs (Ex. Program manager/ hours & pay rate)

<table>
<thead>
<tr>
<th>Description</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Coordinator 1 FTE</td>
<td>$55,000 salary</td>
</tr>
<tr>
<td>Preventative Services Attorney</td>
<td>$49,500 salary</td>
</tr>
<tr>
<td>Removal &amp; Detention Attorney</td>
<td>$54,000 salary</td>
</tr>
<tr>
<td>Paralegal</td>
<td>$46,000 salary</td>
</tr>
<tr>
<td>Fringe Benefits 31%</td>
<td>FICA, Worker’s Compensation, Unemployment Insurance, Health Insurance</td>
</tr>
</tbody>
</table>

B. Operating Costs (Ex. Include rent, program supplies, etc.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subgrants to Community Orgs</td>
<td>$53,000</td>
</tr>
<tr>
<td>Materials For All FUEL Partners</td>
<td>$10,000</td>
</tr>
<tr>
<td>Bar Dues &amp; Memberships</td>
<td>$630 per attorney position</td>
</tr>
<tr>
<td>Facility / Occupancy</td>
<td>$1,636 per month for individual (4 staff) &amp; group space</td>
</tr>
<tr>
<td>Malpractice Insurance</td>
<td>$820 per attorney position</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$150 per staff position</td>
</tr>
<tr>
<td>FUEL Staff Non-Materials Printing</td>
<td>$200 per attorney/paralegal position, $150 per Prog. Coord. position</td>
</tr>
<tr>
<td>Equipment and Maintenance</td>
<td>$1,250 per position for computer stations, software, telephone, etc.</td>
</tr>
<tr>
<td>Postage</td>
<td>$250 per attorney/paralegal position, $50 per Prog. Coord. position</td>
</tr>
<tr>
<td>Travel / Transportation</td>
<td>$1,750 for preventative services attorney, $5,200 for removal/detention attorney, $4,700 for paralegal, $1,500 for program coordinator</td>
</tr>
<tr>
<td>Training</td>
<td>$2,000 per attorney position, $1,000 per non-attorney position</td>
</tr>
<tr>
<td>Indirect Costs 15%</td>
<td>Standard 15% fee for program administrative costs (initial hiring, payroll management, monthly budget review, invoicing, issuance of checks to subgrantees, reporting, etc.)</td>
</tr>
</tbody>
</table>

Please identify potential areas of your program and associated budget that could be reduced if your program is only partially funded.

All costs articulated in the budget are necessary to meet the program goals. A partially funded program would likely require reducing staff positions and their respective deliverables.
EXHIBIT A-2
Resource Table

Project Name: FUEL Network

<table>
<thead>
<tr>
<th>Source of Funds/Resource</th>
<th>Use</th>
<th>Dollar Amount *or other value</th>
<th>Level and Timeframe of Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>VERA Institute/Inkind Funding</td>
<td>Offset Legal Services for Immediate Relief</td>
<td>$100,000</td>
<td>One time award issued - letter confirming award</td>
</tr>
</tbody>
</table>

List all non-City funds to be used for this project that have been received, or are expected to be received, and then list in-kind resources that will be used to support the project (matching funds). In the last column on the right, provide the level of commitment for all resources, using one the following terms: received, projected, or pending. Do not include the Taskforce grant program request in the minimum 20% match requirement of the proposed funding request.

Level of Commitment definitions

Received: Funds on hand or a firm commitment for funding (requires an agreement or letter confirming funding)
Projected: Anticipated renewal of existing funding or a realistic projection of fees, donations, and other revenues based on prior year actuals
Pending: Funds have been applied for and are likely to be received (NOTE: only include amounts that you reasonably expect to receive)
Timeframe: Please indicate when you anticipate funds will be received, projected, and/or are pending
**CERTIFICATE OF LIABILITY INSURANCE**

**Certificate Holder Cancellation**

**California Department of Social Services**

**Attn: Immigration Unit**

**744 P Street MS 8-9-33**

**Sacramento, CA 95814**

**Certificate of Liability Insurance**

**Date Impe/Date/Tyre: 5/23/2017**

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Producer**

Foster & Parker Insurance Agency, Inc.

1643 No Schnoor Avenue

Suite 103

Madera, California 93637

**Insured**

California Rural Legal Assistance Foundation Inc.

2210 K Street, Suite 201

Sacramento, CA 95816

**Contact Name:** Middle Market AM

**Phone:** (559) 674-8536

**Fax:** (559) 674-5231

**Address:**

**Inscribers Affording Coverage**

**N/A**

**Insurer B:** Employers Preferred Ins. Co.

**Insurer C:** AIX Specialty

**Producer:** Foster & Parker Insurance Agency, Inc.

1643 No Schnoor Avenue

Suite 103

Madera, California 93637

**Contact Name:** Middle Market AM

**Phone:** (559) 674-8536

**Fax:** (559) 674-5231

**Address:**

**Coverages**

**Certificate Number:** 2017-18

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

<table>
<thead>
<tr>
<th>INS LTR</th>
<th>TYPE OF INSURANCE</th>
<th>AG/D/SUM</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>CLAIMS-MADE</td>
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<td></td>
<td>GEN AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td>GENERAL ASSEMBLY</td>
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<td>PRODUCTS - COMBINED AGGREGATE</td>
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<td></td>
<td>Legal Liability</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>COMBINED SINGLE LIMIT</td>
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<td>A</td>
<td>ANY AUTO</td>
<td>EACH OCCURRENCE</td>
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<td></td>
<td>ALL OWNED AUTOS</td>
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<td></td>
<td>SCHEDULED AUTOS</td>
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<td>HIRED AUTOS</td>
<td>$2,000,000</td>
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<tr>
<td></td>
<td>OTHER:</td>
<td>$1,000,000</td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td>UMRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
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<td>ANY PROPRIETOR/SHAREHOLDERS</td>
<td>$1,000,000</td>
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<td>EXECUTIVE OFFICER/MEMBER EXCLUDED</td>
<td>$1,000,000</td>
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<td>(Mandatory in NH)</td>
<td>$1,000,000</td>
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<td>DESCRIPTION OF OPERATIONS below</td>
<td>$1,000,000</td>
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<td>C</td>
<td>Professional Liability</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
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<td>Employment Practices Liability</td>
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**Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

California Department of Social Services, State of California, its officers, agents, employees and servants are named Additional Insured.

Re: Grant For Services Refugee and Resettlement Program

**Certificate Holder:**

JU.Hong@dss.ca.gov

California Department of Social Services

Attn: Immigration Unit

744 F Street MS 8-9-33

Sacramento, CA 95814

**Cancellation:**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**Authorized Representative:**

Steven Barsotti/DEB

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Foster & Parker Insurance Agency, Inc.
1643 No Schnoor Ave, Suite 103
Madera CA 93637

INSURED
California Rural Legal Assistance Foundation Inc.
2210 K Street, Suite 201
Sacramento CA 95816

CONTACT
Middle Market AM

PRODUCER NAME: Foster & Parker Insurance Agency, Inc.
PHONE (559)374-8536 FAX (559)374-5231
EMAIL

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: Nonprofits Ins. Alliance of Ca
INSURER B: Employers Preferred Ins. Co.
INSURER C: AIX Specialty mtsc
INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2017-2018 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
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<th>TYPE OF INSURANCE</th>
<th>ADDEDINSD W/V</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</td>
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<td>PROFESSIONAL LIABILITY</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 141, Additional Remarks Schedule, may be attached if more space is required)

The City of Sacramento, its officials, employees and volunteers are named Additional Insured with respect to General Liability per attached CG 20 26 04 13.

CERTIFICATE HOLDER
The City of Sacramento
9151 Street, Floor 4
Sacramento CA 95814

CERTIFICATE HOLDER CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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