

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (Agreement) is made as of this 12th day of August, 2022, between Planned Parenthood Mar Monte, a California nonprofit corporation, (Grantee) and the City of Fresno, a California municipal corporation (City or Grantor).

RECITALS

A. Pursuant to Assembly Bill 178 (AB 178) Section 19.56(h)(20), the State of California, Department of Health and Human Services, awarded funding in the amount of \$1,000,000 (Grant Funds) to the City, which funds were earmarked for Grantee for the purpose of Reproductive Health for the Central Valley and for health center renovations.

B. The City will serve as a pass-through agency for the Grant Funds and disperse the funds directly to Grantee.

C. The City wishes to grant, and Grantee wishes to accept the Grant Funds.

NOW, THEREFORE, the City and Grantee agree as follows:

1. **GRANT.** City agrees to grant to Grantee, and Grantee agrees to receive from the City the proceeds of the Grant Funds. Grantee covenants and agrees to use Grant Funds in accordance with the following scope, as provided to the State Department of Finance on behalf of Grantee by the Office of Assemblymember Joaquin Arambula:

INTENDED USE OF FUNDS: Planned Parenthood Mar Monte health center needs a complete re-design for improved efficiency so access to reproductive and general health services can be maintained.

2. **DISBURSEMENTS.** The City shall fully disburse the Grant Funds to Grantee within 30 days after receipt of said funds from the State.

3. **INDEMNIFICATION.** To the furthest extent allowed by law, Grantee shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Grantee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Grantee's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Grantee should subcontract all or any portion of the work to be performed under this Agreement, Grantee shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

4. GRANTEE'S COMPLIANCE WITH STATE LAW. Grantee covenants and agrees to follow all state-imposed restrictions relating to the Grant Funds, including those set forth in AB 178 and any associated guidance, law, and/or rule.

5. GRANTEE COOPERATION WITH CITY. Grantee covenants to cooperate with City and respond promptly to all requests by City necessary to maintain compliance with AB 178.

6. GOVERNING LAW AND VENUE. This Agreement shall be interpreted under and governed by the laws of the State of California. A party must bring any legal action in the Superior Court of Fresno, in an appropriate municipal court in Fresno County, or in the United States District Court serving Fresno County.

7. NO WAIVER. Any waiver by either the City or Grantee of any obligation in this Agreement must be in writing. No waiver shall be implied from any failure of the City or Grantee to take, or any delay or failure by City to take action on any default by Grantee or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Grantee to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by City or Grantee to any act or omission by the other party shall not be construed to be consent to any other act or omission or to waive the requirement for City or Grantee's written consent to future waivers.

8. NOTICES. All notices, requests and demands given to or made upon the respective parties shall be deemed to have been given or made when upon deposit with any overnight delivery service, or three days after deposit with certified mail, return receipt requested, and addressed as follows:

Grantee: Planned Parenthood Mar Monte
633 N. Van Ness Avenue
Fresno, California 93728
Attention: Socorro Santillan

City: City of Fresno
Fresno City Hall
2600 Fresno Street, Room 2084
Fresno, California 93721
Attention: City Manager

9. BINDING UPON SUCCESSORS. All provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Agreement by Grantee without City's consent. The term "Grantee" as used in this Agreement shall include all assigns, successors-in-interest, and transferees of Grantee.

10. RELATIONSHIP OF PARTIES. The relationship of Grantee and City under this Agreement is and shall remain solely that of a grantor and grantee under a grant agreement and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. City neither undertakes nor assumes any responsibility or duty to Grantee (except as provided herein) or to any third party with respect to the matters

described herein. Grantee shall have no authority to act as an agent of City or to bind City to any obligation.

11. AMENDMENTS AND MODIFICATIONS. Any amendments or modifications to this Agreement must be in writing, and shall be effective only if executed by both Grantee and City.

12. TIME. Time is of the essence in this Agreement.

13. INTEGRATION. This Agreement contains the entire agreement of the parties and supersedes any and all prior negotiations.

14. SEVERABILITY. If any provision of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

15. EXECUTION OF COUNTERPARTS. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart delivered to the City shall be deemed the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first hereinabove written.

CITY:
CITY OF FRESNO,
A California municipal corporation

By: 

Georgeanne White
City Manager

GRANTEE:
PLANNED PARENTHOOD MAR MONTE,
a California nonprofit corporation

By: 

Name: Stacy M. Cross

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By:  8/23/22

Pauline Brickey
Deputy City Attorney

Title: President and Chief Executive Officer
(If corporation or LLC, CEO, President, Vice
President)

By: 

Name: Thomas G. Motsiff

ATTEST:
TODD STERMER, CMC
City Clerk

By:  9-2-2022

Deputy
Date

Title: Chief Administrative and Financial
Officer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)