
File ID: 2026-01108

6/16/2026

[Grant Agreement] California Immigration Project: Family Unity, Education, and Legal (FUEL) Network for Immigrants

File ID: 2026-01108

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute a Grant Agreement with California Immigration Project for a not-to-exceed amount of \$500,000.

Contact: Sarah Sarquiz, Administrative Officer, (916) 808-7868, ssarquiz@cityofsacramento.org, City Manager's Office

Attachments:

- 1-Description/Analysis
- 2-California Immigration Project Grant Agreement

Description/Analysis

Issue Detail: Since 2017, the City has consistently invested financial resources into the California Rural Legal Assistance Foundation's Sacramento Family Unity, Education, and Legal (FUEL) Network. A collaborative comprised of myriad entities, the Sacramento FUEL Network is dedicated to helping Sacramento residents prevent, prepare for, or defend against the possibility of deportation through the provision of free legal, outreach, education, and mental health services.

On October 20, 2023, the City entered into Grant Agreement No. 2023-1543 with the California Rural Legal Assistance Foundation to provide immediate immigration services that included deportation prevention, detention intervention, and deportation intervention, to support Sacramento's immigrant populations. Since the inception of this contract, the City has contributed \$2,000,000. Effective April 2, 2025, the California Immigration Project (CIP) assumed administration of the contract from the California Rural Legal Assistance Foundation.

From FY2022/23 through FY2025/26 the Sacramento FUEL Network provided the following educational, legal, and mental health services:

- 108,254 Sacramento residents were provided "Know Your Rights" presentations, and Family

Emergency Preparedness Assistance;

- 573 Sacramento residents received legal consultations;
- 66 Sacramento residents received ongoing deportation defense representation;
- 170 Sacramento residents had full-scope representation initiated in their applications for stronger immigrations remedies;
- 994 Sacramento residents were provided limited-scope assistance in their Deferred Action for Childhood Arrivals (DACA) Renewals, Naturalizations, humanitarian paroles, Temporary Protective Status (TPS) Renewals, and other applications;
- Approximately 1,196 Sacramento residents received an individual therapy session;
- Approximately 1,376 group therapy sessions were provided to Sacramento residents; and
- 10 forensic psychological evaluations were provided to Sacramento residents.

City staff recommends funding this project for one year, for a not-to-exceed amount of \$500,000, for the California Immigration Project to continue providing critical services to local immigrant and refugee populations through the form of legal representation, social services, mental health services, education, and continued coordination of the 50+ local organizations.

Policy Considerations: Pursuant to Sacramento City Code section 3.56.090, any agreement that is for \$250,000 or more requires City Council approval.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and government fiscal activities that do not constitute a “project” and is not subject to the provisions of California Environmental Quality Act (CEQA) (CEQA Section 15378(b)(2)). Additionally, the activities in this report are exempt from California Environmental Quality Act (CEQA) review because it can be seen with certainty that no significant effects could occur as a result of project implementation (CEQA Guidelines section 15061(b)(3)).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Services provided by this agreement address the ongoing need for supportive services for Sacramento residents facing the possibility of deportation.

Financial Considerations: Sufficient funding will be available (General Fund, Fund 1001) in the FUEL Network MYOP (102000800) to execute the agreement with the California Immigration Project in an amount not to exceed \$500,000 for an effective date of July 1, 2026.

Local Business Enterprise (LBE): The California Immigration Project (CIP) is a LBE in the City of

Sacramento.

City of Sacramento Grant Agreement: California Immigration Project

This Grant Agreement, dated July 1, 2026, for purposes of identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the "**City**"), and California Immigration Project, a California non-profit corporation (the "**Grantee**").

Background

- A. Since 2017, the City has consistently invested financial resources into the California Rural Legal Assistance Foundation's Family Unity, Education, and Legal (FUEL) Network. A collaborative comprised of myriad entities, the Sacramento FUEL Network is dedicated to helping Sacramento residents prevent, prepare for, or defend against the possibility of deportation through the provision of free legal, outreach, education, and mental health services.
- B. On April 2, 2025, the California Rural Legal Assistance Foundation assigned and transferred all rights and obligations under its prior contract with the City (Contract 2023-1543) to the California Immigration Project (CIP). CIP wishes to continue providing the contracted services to the City.
- C. The City desires to provide grant funding for immediate immigration services that include deportation prevention, detention intervention, and deportation intervention. These services contribute to the protection of families and the education and support of Sacramento immigrant populations. They also contribute to the safety and quality of life in the City of Sacramento and surrounding areas. This grant funding will cover the 2026/2027 fiscal year.
- D. Grantee represents to the City that Grantee is qualified and capable to continue to carry out the grant program and that Grantee meets the qualifications and requirements necessary to carry out the grant program.

With these background facts in mind, the City and Grantee agree as follows:

- 1. **Term.** This agreement takes effect on July 1, 2026, and terminates on June 30, 2027, subject to early termination under section 7.
- 2. **Disbursement of Funds.** The City shall disburse to the Grantee a total sum not to exceed \$500,000 in accordance with section 3 below. The funds disbursed by the City under this agreement are referred to as "**Grant funds.**" In no instance will the City be liable for any payments or costs in excess of this amount, for any unauthorized or ineligible costs, or for costs incurred after June 30, 2027.
- 3. **Manner of Disbursement.** The City will make payments to the Grantee as follows:

Progress Disbursement for City Fiscal Year 2026/2027. The Grantee may request payment for costs and services incurred from July 1, 2026, through June 30, 2027, up to a not-to-exceed amount of \$500,000. The City shall disburse payment on a monthly reimbursement basis. Grantee shall provide the City with a written report on the

progress made on the Authorized Activities (in accordance with sections 4 and 9, below) with detailed accounting of costs already incurred and services provided in sufficient detail for the City, in its opinion, to substantiate the costs. The City will notify the Grantee within fifteen business days following receipt of invoices and written reports of any circumstances or data identified by the City that would cause withholding of approval and subsequent payment. The City may request any additional documentation it determines is needed to substantiate any request for reimbursement. The City reserves the right to withhold payment of unauthorized amounts. The City shall remit payment to Grantee within a reasonable time after invoice approval. Grantee shall submit a Closeout Report (Section 9(b) below) within 30 days of the end of the agreement.

- 4. Authorized Uses.** The following terms apply to the Grantee's activities and expenditures related to this agreement:
- (a) For City Fiscal Year 2026/2027. The Grantee may expend Grant funds and seek reimbursement solely for costs it incurred, and services it performed, that were necessary to carry out the activities listed in **Attachment 1 ("Authorized Activities")** in accordance with the budget listed in **Attachment 2 ("Approved Budget")**.
 - (b) Any costs that are determined by subsequent audit to be unallowable are subject to repayment by the Grantee to the City within 60 days, unless the City approves in writing an alternative repayment plan.
 - (c) The Grantee shall not use the Grant funds to supplant funding provided by the City to the Grantee under any other agreement. The Grantee shall include a term in every grant subaward agreement and contract that prohibits the subrecipient or contractor from using Grant funds to supplant funding provided by the City directly or indirectly to the subrecipient or contractor.
 - (d) If the Grantee has received other grant funds from the City or any other governmental entity, Grantee shall not use the Grant funds awarded pursuant to this agreement to pay for direct or indirect costs already covered by the other government grant payments.
- 5. Books and Records.** During the term of this agreement and for four years after the termination or expiration of this agreement, the Grantee shall keep appropriate books, records, and accounts in connection with the Grant funds and activities performed under this agreement and is subject to the following:
- (a) The Grantee shall maintain all records related to this agreement in accordance with generally accepted accounting practices, including the following records: (i) general ledger and subsidiary ledgers used to account for the receipt of Grant funds and the disbursements of Grant funds to meet eligible expenses; (ii) budget records for all fiscal years covered by this agreement; (iii) payroll, time records, human resource records to

support costs incurred for payroll expenses related to this agreement; (iv) receipts of purchases made related to this agreement; (v) contracts and subcontracts entered into using Grant funds and all documents related to such contracts; (vi) grant subaward agreements entered into using Grant funds and all documents related to such awards; (vii) all documentation of reports, audits, and other monitoring of contractors, subcontractors, the Grantee, and subrecipients; (viii) all documentation supporting the performance outcomes of contracts, subcontracts, grant subaward agreements, and this agreement; (ix) all internal and external email/electronic communications related to use of Grant funds; and (x) all investigative files and inquiry reports involving payment of Grant funds.

(b) The Grantee shall make its books, records, and accounts (both those that relate to this agreement and those that do not), employees, performance-related records, property, and equipment related to this agreement available to the City's Accounting Manager (the "**Accounting Manager**"), the City Auditor, and any independent auditor at all reasonable times so that the Accounting Manager, City Auditor, or an independent auditor may determine whether the Grantee has complied with this agreement. If the City requests, the Grantee shall obtain and provide to the City, at the Grantee's sole cost, an independent financial audit of the Grantee's use of the Grant funds.

(c) Upon demand by the City, given in accordance with section 10, the Grantee shall reimburse the City for all Grant funds that the Accounting Manager, City Auditor, or an independent auditor determines were expended for activities other than Authorized Activities in accordance with this agreement, with reimbursement to be by check payable to the City and delivered to the City at the address shown in section 10.

6. Supervision or Discipline of Minors. The Grantee shall not employ a person, whether as an employee, contractor, or volunteer, in a position with supervisory or disciplinary authority over a minor in connection with this agreement if the person has been convicted of an offense identified in California Public Resources Code section 5164, subdivision (a)(2). To give effect to this section, the Grantee shall conduct a criminal background check on each person it employs in a position with supervisory or disciplinary authority over a minor.

7. Termination. The City may terminate this agreement at any time by giving written notice of termination to the Grantee. Upon receipt of such notice, Grantee shall immediately cease performance under this grant agreement as specified in the notice. If the City terminates this grant agreement:

(a) Grantee shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(b) The City shall pay Grantee the reasonable value of Authorized Activities provided by Grantee before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Grantee had the grant agreement not been terminated or had Grantee completed performance required by this grant agreement.

Grantee shall furnish to the City any financial information requested by the City to determine the reasonable value of the Authorized Activities provided by Grantee. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

8. Pass-through Entity and Subaward Requirements. In connection with its activities and expenditures related to this agreement, the Grantee shall do the following:

- (a) The Grantee shall enter into a written grant subaward agreement for each subaward of Grant funds that the Grantee makes to a subgrantee;
- (b) The Grantee shall enter into a written contract when it purchases goods or services totaling \$5,000 or more from the same source using Grant funds; and
- (c) The Grantee shall ensure that each written agreement for a subaward of Grant funds imposes on the subrecipient all the obligations that this agreement imposes on the Grantee.

9. Reporting.

- (a) *Financial Reports.* With each payment request, the Grantee shall provide the City a written report that includes all the following: (i) an itemized list of all expenditures of Grant funds and services performed to date, (ii) the amount of any subaward and the name of each subaward recipient; (iii) the names of any contractors paid with Grant funds and the amount paid; and (iv) any other information the City may request to demonstrate that the Grant funds are being used solely for Authorized Activities and in accordance with this agreement and all applicable laws (each such report, a **"Financial Report"**).
- (b) *Closeout Report.* The Grantee shall provide the City with a report that includes all the following: (i) an itemized list of all expenditures of Grant funds; (ii) the name of each subrecipient of Grant funds; (iii) the name of each contractor who is paid with Grant funds; (iv) the amount of each subaward of Grant funds; (v) the amount of each contract for the purchase of goods or services that is paid for in whole or in part with Grant funds; (vi) all information required to be reported under Attachments 1; and (vii) any other information that the City may request to demonstrate that the Grant funds were used solely for Authorized Activities in accordance with this agreement (this report, the **"Closeout Report"**). The Grantee shall include with the Closeout Report a certification that it used the Grant funds solely for Authorized Activities in accordance with the terms of this agreement.

10. Notices. Any notice, request, report, or demand under this agreement must be in writing and will be considered properly given and effective only when mailed or delivered in the manner provided by this section 10 to the persons identified below or their successors. A mailed notice, application, request, report, or demand will be effective or will be considered

to have been given on the third calendar day after it is deposited in the United States Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice, application, request, report, or demand sent in any other manner will be effective or will be considered properly given when actually delivered. Any party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:

City of Sacramento
City Manager's Office
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Amy Williams, Assistant to
the City Manager

If to the Grantee:

California Immigration Project
1722 J Street, Suite 300
Sacramento, CA 95811
Attention: Marcus Tang, Executive Director
Phone: 916-241-3310/Email: mtang@calimm.org

11. Effective Date. This agreement is effective on the date described in section 1 above.

12. Indemnity. Grantee shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Agreement, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by Grantee, any subcontractor (including lower-tier subcontractors) or agent of Grantee, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or

independent contractors are under the supervision and control of Grantee or any subcontractor (including lower-tier subcontractors) or agent of Grantee.

- 13. Insurance.** During the term of this agreement, the Grantee shall maintain the insurance coverage described in Attachment 3 to this Agreement.
- 14. Compliance with all Laws, Requirements, and Orders.** The Grantee shall comply with all applicable laws, regulations, orders of public officials, and requirements in connection with this agreement, including all non-discrimination and equal opportunity laws to ensure that Grantee does not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity).
- 15. City Recognition.** The Grantee shall use the City of Sacramento logos on printed and web-based materials that promote or explain the Authorized Activities, including flyers, programs, and similar materials.
- 16. Tax Implications and Consequences.** The City makes no representations as to the tax consequences associated with the disbursement of funds under this agreement, and any determination related to this issue is the sole responsibility of the Grantee. The Grantee acknowledges consulting with its own tax advisors or tax attorneys regarding this transaction or having had an opportunity to do so prior to signing this agreement. The Grantee acknowledges the City cannot provide advice regarding the tax consequences or implications of the funds disbursed to the Grantee under the terms of this agreement.
- 17. Conflicts of Interest.** The Grantee, its officers, directors, employees, agents, and subcontractors shall not have or acquire any interest, directly or indirectly, that creates an actual or apparent conflict with the interests of the City or that in any way hinders the Grantee's performance under this agreement.
- 18. Miscellaneous.**
 - (a) *Assignment.* The Grantee may not assign or otherwise transfer this agreement or any interest in it without the City's written consent, which the City may grant or deny in its sole discretion. An assignment or other transfer made contrary to this section 18(a) is void.
 - (b) *Successors and Assigns.* This agreement binds and inures to the benefit of the successors and assigns of the parties. This section 18(b) does not constitute the City's consent to any assignment of this agreement or any interest in this agreement.
 - (c) *Interpretation.* This agreement is to be interpreted and applied in accordance with California law. Attachments 1, 2, and 3 are part of this agreement.

- (d) *Waiver of Breach.* A party's failure to insist on strict performance of this agreement or to exercise any right or remedy upon the other party's breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party's waiver of the other party's breach of any term or provision in this agreement is not a continuing waiver or a waiver of any subsequent breach of the same or any other term or provision. A waiver is binding only if set forth in writing and signed by the waiving party.
- (e) *Severability.* If a court with jurisdiction rules that any nonmaterial part of this agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this agreement remains valid and fully enforceable.
- (f) *Electronic signatures.* The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for all purposes.
- (g) *Counterparts.* The parties may sign this agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.
- (h) *Time of Essence.* Time is of the essence in performing this agreement.
- (i) *Authority to Sign.* The person signing this agreement on Grantee's behalf represents that he or she is authorized to do so and that no further action beyond his or her signature is required to bind Grantee to this agreement. City shall have no obligations whatsoever under this agreement, unless and until this agreement is executed by the City Manager or the City Manager's authorized designee.
- (j) *Integration and Modification.* This agreement sets forth the parties' entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations-written, oral, express, or implied-and may be modified only by another written agreement signed by both parties.

CITY OF SACRAMENTO,
a California municipal corporation

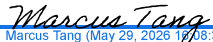
By: _____
Maraskeshia Smith, City Manager
Dated: _____, 2026

Attest

Sacramento City Clerk


By: _____

CALIFORNIA IMMIGRATION PROJECT,
a California non-profit corporation

By: 
Marcus Tang (May 29, 2026 10:38:38 PDT)
Marcus Tang, Executive Director
Dated: May 29, 2026

Approved as to Form

Sacramento City Attorney

By: 
Emilio Carriacho (May 29, 2026 17:15:48 PDT)
Senior Deputy City Attorney

Attachment 1

Authorized Activities

The Grantee shall use the Grant funds solely to do the following:

Overview

The City of Sacramento shall award California Immigration Project a grant to fund the Sacramento Family Unity, Education, and Legal (FUEL) Network.

A collaborative comprised of myriad entities, FUEL is dedicated to helping Sacramento residents prevent, prepare for, or defend against deportation through the provision of free legal, outreach, education, and mental health services.

Grantee Responsibilities:

During the term of this agreement, the Grantee shall hire/retain and supervise the following staff members:

- 1 FTE Program Coordinator
- 1 FTE Attorney or Paralegal
- 1 FTE Attorney or Paralegal

The FUEL program, its staff members, and partner organizations shall assume the following responsibilities:

- Provide assistance to the City in implementing the City's Immigration Action Plan
- Legal services
 - o Provide pro bono legal services to at least 50 unduplicated persons annually. Such services shall include, but are not limited to:
 - Preventative legal services to help immigrants obtain immigration status and/ or prevent against the possibility of deportation
 - Direct legal representation to detained immigrants in bond and/or deportation proceedings
 - Consultations and referrals to other pro bono immigration attorneys
- Outreach
 - o Conduct outreach about the FUEL Network to at least 1,000 unduplicated persons annually in need of immigration education or services

- o Oversee a referral system
- o Publicize Network services at events, online, and via social media
- Education
 - o Offer education and family preparedness services to at least 500 unduplicated persons annually
 - o Create and regularly update "know your rights" workshop curriculum and content
 - o Host at least four in-person or virtual partner meetings or trainings annually for members of the FUEL Network collaborative focused on improving service provision and ensuring coordination
- Mental Health Services
 - o Offer mental health services to at least 20 immigrants annually. Such services shall include, but are not limited to:
 - Individual therapy sessions for immigrants impacted by deportation or immigration enforcement
 - Group therapy sessions for immigrants impacted by deportation or immigration enforcement
 - Psychological evaluations for individuals' immigration case

To assist with service delivery, the Grantee shall administer a subgrant program to disburse approximately \$90,000 annually to non-profit community organizations of the FUEL collaborative. Eligible subgrant activities include:

- Education and Outreach, including hosting "know your rights" presentations and tabling
- Offering family emergency preparedness assistance services
- Completing Freedom of Information and criminal background check requests
- Offering assistance or representation for various forms of immigration relief, which can include, but is not limited to:
 - o U Visas
 - o T Visas

- o Special Immigrant Juvenile Status requests
 - o Violence Against Women Act immigrant petitions
 - o Family-Based Petitions
- Offering limited scope immigration legal assistance, which shall include, but is not limited to:
 - o Temporary Protected Status
 - o Deferred Action for Childhood Arrivals (DACA)
 - o Naturalization
 - o Green Card renewal
- Offering psychological evaluations for non-citizens applying for immigration relief
- Offering individual therapy, community support groups, and other mental health services for immigrants
- Offering emergency financial assistance to immigrant families in need of support
- Assisting with Orientation Sessions for the Sacramento Immigration Court's Attorney of the Day program
- Other legal or non-legal services that support and empower immigrant families and communities, including services or assistance for immigration rapid response situations such as migrants in need of housing or other emergency support

Performance Metrics

The Grantee shall track and report on the following performance metrics.

- Legal services
 - o # of unduplicated persons provided free legal services
 - Goal= At least 50 annually
 - o # of psychological evaluations completed
- Outreach
 - o # of individuals reached
 - Goal= At least 1,000 annually

- Education
 - o # of unduplicated persons who received education or family preparedness services
 - Goal= At least 250 annually
 - o # of partner meetings/trainings held
 - Goal= At least four in-person or virtual annually

- Mental Health Services (Goal= At least 20 immigrants annually)
 - o # of individual therapy sessions completed
 - o # of community support group sessions completed

- Subgrant program
 - o # of subgrants
 - o Summary table featuring entity name, award amount, purpose of each subgrant, and point of contact

Fiscal Requirements

The Grantee must keep the grants funds in a separate account to avoid comingling with other funds and be able to identify all withdrawals from the account with specificity. No "cash" withdrawals are permitted.

Attachment 2 Approved Budget

July 2026 to June 2027

Budget Line Item	Amount	Budget Justification
Personnel Costs		
Salaries	\$260,000.00	Legal (Attorneys or Paralegals) and Non-Legal (Program Coordinator) Positions
Taxes and Benefits	\$65,000.00	@ 25% for FICA, workers' comp, UI, health insurance, and retirement benefits
Personnel Costs Subtotal	\$325,000.00	
Operating Costs		
Subgrants	\$90,000.00	See Attachment 1
Overhead Costs	\$4,000.00	Rent, Utilities, and Insurance
Office Supplies	\$2,500.00	Equipment, Printing, and Postage
Professional Development	\$2,500.00	Training, Travel, and Dues/Subscriptions
Litigation Costs	\$1,000.00	Expert witnesses, psychological evaluations, and other case-related expenses
Operating Costs Subtotal	\$100,000.00	
Administrative Fees (15% of contract)		
Program Administrative Costs	\$75,000.00	Payroll, accounting, HR, IT, other indirect costs, and general cost of administering the FUEL program
Administrative Fees Subtotal	\$75,000.00	
TOTAL	\$500,000.00	

Attachment 3

Insurance

- 1. Insurance Requirements.** During the entire term of this Agreement, Grantee shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Grantee is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Agreement. No additional compensation will be provided for Grantee's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the GRANTEE maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the GRANTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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 and subgrantee's, products and completed operations of Grantee and subgrantees, and premises owned, leased, or used by Grantee and subgrantees, 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. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. This policy must not have an exclusion for sexual abuse, physical abuse, or molestation or a separate insurance policy covering sexual abuse, physical abuse, or molestation must be maintained.

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 and subgrantees; products and completed operations of Grantee and subgrantees; and premises owned, leased, or used by Grantee and subgrantees.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

X Automobile Liability Insurance is required 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

No automobile liability insurance is required, and by signing this Agreement, Grantee certifies as follows:

"Grantee certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Grantee does transport items under this Agreement, or this Agreement is amended to require any employees of Grantee to use a vehicle to perform services under the Agreement, Grantee understands that it must maintain and provide evidence of 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 occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Grantee."

4. **Excess Insurance.** The GRANTEE may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Grantee's umbrella or excess coverage and will not

contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies to a loss covered hereunder, shall be called upon to contribute to a loss until the Grantee's Primary and Excess liability policies are exhausted.

5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage.
(Check the applicable provision.)

 X Workers' Compensation Insurance is required 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.

No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

No Workers' Compensation insurance is required, and by signing this Agreement, Grantee certifies as follows:

"Grantee certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Grantee hires any employee during the term of this Agreement, Grantee understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Grantee's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any

insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Grantee's insurance and will not contribute with it.

- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
 - C. Coverage shall state that Grantee's insurance applies 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. Grantee shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.
7. **Waiver of Subrogation.** Grantee hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.
8. **Acceptability of Insurance.** Insurance must 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 the Insurance Terms in this attachment must be declared to and approved by the City in writing before execution of this Agreement.
9. **Verification of Coverage.**
- A. Grantee shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

- B. Grantee shall send all insurance certificates and endorsements, including policy renewals, during the term of this Agreement directly to:

City of Sacramento
c/o Exigis LLC
PO Box947
Murrieta, CA 92564

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box947
Murrieta, CA 92564

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

- 10. Subgrantee Insurance Coverage.** Grantee shall require and verify that all subgrantees maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Attachment 3.