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## MINI-GRANT AGREEMENT

MINI GRANT RECIPIENT: City of Reedley – Swim Lessons – Contract No. 23-07

MINI GRANT AMOUNT: \$5,616

GRANT TERM: June 1, 2023 to June 30, 2024

This agreement (hereinafter referred to as "Agreement"), dated as of May 24, 2023 (hereinafter referred to as "Effective Date") is by and between Recipient, and the Sierra Kings Health Care District (hereinafter referred to as "the District"), an independent public agency established pursuant to the Local Hospital District Law in 1965 and the District Reorganization Act of 1965.

**GRANT PURPOSE:** By executing this Agreement, Recipient acknowledges that the goal of the District's grant program is to support community-based projects, organizations, and agencies which promote health and wellness related to Obesity, Diabetes, and/or Behavioral Health. Recipient certifies that the proposed uses of grant funds are in furtherance of this goal.

*The specific purposes and uses of Recipient's grant funds are set forth in the mini-grant budget, which is attached herein as **Exhibit A**.*

**CONDITIONS:** Recipient agrees as follows:

1. Term and Scope. This Agreement is for a term commencing on Effective Date and ending no later than June 30, 2024, and has no effect until it is executed by Recipient and the District. Recipient agrees to adhere to the use of the funds as described in the Recipient's grant application.
2. Recipient agrees to expend the grant funds for the purposes set forth above and in the attachments to this Agreement, and for no other purpose. Recipient further agrees to keep and use any non-consumable goods and materials purchased with District funds for a period of not less than three years and to use them for the purposes set forth above.
3. Not later than the last day of the grant term, Recipient agrees to provide the District with a summary report on activities together with documentation of its expenditures of grant funds in the format original receipts and/or invoices.
4. For a period of not less than three years from the initial disbursement of grant funds, Recipient agrees to keep complete records of expenditures of grant funds, in accordance

- with generally accepted principles of accounting, sufficient to fully document the nature of such expenditures.
5. For a period of not less than three years from the initial disbursement of grant funds, Recipient agrees to permit authorized representatives the District to have access to any and all items or materials purchased with District funds and to its books and records upon reasonable notice and during Recipient's normal business hours for the purpose of verifying Recipient's compliance with the terms of this Agreement.
  6. The amount of **five thousand six hundred and sixteen dollars (\$5,616)**, which is equal to 100% of the grant amount set forth at the top of this Agreement, shall be paid in advance upon execution of this Agreement.
  7. Recipient agrees to repay the District upon demand any grant funds remaining unexpended as of the final date of the term.
  9. Recipient agrees to repay the District upon demand any grant spent for purposes other than those set forth above. This provision shall survive termination or expiration of this Agreement.
  10. Recipient must comply with all applicable laws providing equal employment opportunities. CONTRACTOR must not discriminate against any person on the grounds of race, color, creed, gender, gender identity, religion, marital status, registered domestic partners status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristics, sexual orientation, pregnancy, citizenship status, military or veteran status, or any other characteristic made unlawful by federal, state, or local laws.
  11. Recipient agrees to defend, indemnify, hold harmless, and release the District, and its employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, to the extent arising out of the negligent acts or omissions or willful misconduct in the performance of this Agreement by Recipient, whether or not there is concurrent negligence on the part of the District, but excluding liability due to the active negligence or willful misconduct of the District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Recipient or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. This provision shall survive termination or expiration of this Agreement.
  12. Recipient shall agree to maintain insurance in accordance with the provision of **Exhibit C** herein.



13. There are no third-party beneficiaries of this Agreement, and it may be enforced only by the parties hereto.

14. Recipient agrees that:

14.1 Recipient will collaborate with the evaluation consultant designated by the Commission, as may be required by the Commission, in order to develop a suitable evaluation.


14.2 In the event that Recipient's agency, organization, or business is closed within three (3) years of Effective Date, Recipient will notify the District not less than fifteen (15) business days prior to closure. Notice should be sent to the following address:

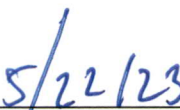
Sierra Kings Health Care District  
1011 G. Street  
Reedley, CA 93654

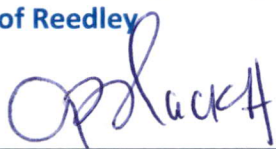
14.3 In the event that Recipient's agency, organization, or business is closed within three (3) years of Effective Date, Recipient agrees to dispose of equipment purchased with funds received through the Mini-Grant Program in accordance with directions from the District. In the event that Recipient's agency, organization, or business is closed prior to the initial expenditure of any grant funds hereunder, Recipient shall repay the District all such unspent funds immediately and without formal demand by the District for such repayment. Recipient understands that the District may direct that equipment in good condition be donated to one or more appropriate agencies, organizations, and/or businesses promoting health and wellness throughout the District.

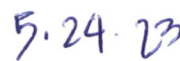
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

RECIPIENT

  
\_\_\_\_\_  
**Nicole Zieba, City Manager**  
**City of Reedley**

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
Chinayera Black Hardaman, MPA, CEO  
Sierra Kings Health Care District

  
\_\_\_\_\_  
Dated

## Exhibit A. Itemized Budget

	Item	Total Amount
1	<b>Project Supplies</b>	
2	A. Student recognition	300.00
3	B. Water bottles w/SK logo	566.12
4	C. Bilingual Informational handout	50.00
5	<b>Staff Cost</b>	
6	A. 1 Aquatics Manager	742.50
7	B. 6 Lifeguards	3,708.38
8	<b>Facility Cost</b>	
9	A. Program Days	249.00
10	<b>Total</b>	5,616.00
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	Shipping	
	Tax	
	<b>Total Budget Requested</b>	<b>\$5,616.00</b>

Exhibit B. Mini Grant Invoice



Nicole Zieba  
City of Reedley  
100 N East Ave  
Reedley, California 93654  
(559) 637-4203

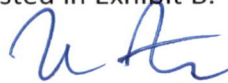
Contract Number: **2023 - 07**

Program Title: **Swim Lessons Program**

Mini-Grant Amount: **\$5,616**

By accepting these Mini-Grant funds, I certify that the funding will be used in a manner consistent with that described in my Mini-Grant Application and the specifications of Contract No. **2023-07**.

Further, I understand that I am responsible for providing all receipts and/or invoices that reflect actual expenditures listed in Exhibit B of this contract. I agree to repay any Mini Grant funds that are unused and/or inconsistent with the expenditures listed in Exhibit B.

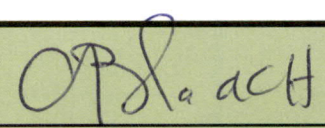
  
Signature

City of Reedley  
Agency

5/22/23  
Date

FOR INTERNAL USE ONLY

☒ Approved  
☐ Not Approved

CEO Signature:   
Date: 5-24-23



**Exhibit C – Insurance**

**STANDARD INSURANCE PROVISIONS**

*(For contracts NOT requiring professional liability insurance and NOT involving construction projects or property rental regarding grants under the Sierra Kings Health Care District)*

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All insurance coverage is to be placed with insurers which:

- A. Have a Best's rating of no less than AVII; and,
- B. Are admitted insurance companies in the State of California. All other insurers require the prior approval of the DISTRICT. Such insurance coverage shall be maintained during the term of this Agreement.

**All insurance policies shall name DISTRICT as an additional insured. A copy of the endorsement evidencing that DISTRICT has been added as named additional insured on the policy, must be attached to/included in the certificate of insurance.**

All insurance policies shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice is received by DISTRICT.

Without limiting CONTRACTOR'S indemnification of DISTRICT, CONTRACTOR shall procure the following required insurance coverage at its sole cost and expense:

**1. Worker's Compensation Insurance**

CONTRACTOR is independent and not an employee of the DISTRICT. Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR'S staff while performing any work incidental to the performance of this Agreement.

In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California.

This provision does not apply if CONTRACTOR has no employees as defined in Labor Code §3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the DISTRICT stating that fact.

**2. General and Automobile Liability Insurance**

The general liability insurance shall include personal injury liability coverage, coverage for all premises and operations of CONTRACTOR, and contractual liability coverage for this Agreement between DISTRICT and CONTRACTOR.

The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of CONTRACTOR pursuant to CONTRACT'S activities hereunder. DISTRICT, their officers, employees, and agents shall be named as Additional Insured on any policy.

The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Personal injury liability coverage shall also be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and aggregate.

Said policy or policies shall include a 'severability of interest' or 'cross liability' clause, or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if DISTRICT has other valid and collectible insurance for a loss covered by this policy, that other insurances shall be excess only."

CONTRACTOR shall submit certificate(s) of insurance and endorsements documenting the required insurance as specified above, prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the officer of the designated DISTRICT representative as a condition precedent to any payment by DISTRICT under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR. Upon written request by DISTRICT, CONTRACTOR shall provide a certified copy of any insurance policy to DISTRICT within ten (10) working days.

**Failure to comply with the insurance requirements, as specified above, shall place CONTRACTOR in default.**





## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 2

**DATE:** February 14, 2023

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR LOW-INCOME SWIM LESSONS.

**BY:** Madison Mitchell, Community Services Recreation Supervisor *mm*

**SUBMITTED:** Sarah Reid, Community Services Director *SR*

**APPROVED:** Nicole R. Zieba, City Manager *NZ*

### RECOMMENDATION

Approve and authorize the City Manager to sign the Sierra Kings Health Care District Mini Grant Application and related documents requesting and accepting funding for low-income swim lessons.

### EXECUTIVE SUMMARY

Every summer the Community Services Department offers a fee-based swim lesson program to the public. The fee to participate does create a challenge for low-income families. For the past two years the City of Reedley was awarded a Mini Grant from Sierra Kings Health Care District to offer one week of free swim lessons for low-income families. In 2021 there were 128 participants and in 2022 141 participants.

The Sierra Kings Health Care District is currently accepting Mini Grant Applications for funding projects up to \$5,000. Applications are due February 15, 2023 and staff is requesting the full grant amount to offer free swim lessons to low-income residents in the summer of 2023. If awarded, the grant funding will support 140 youth over a week period, meeting 30 minutes per day. The budget will include staff time, facility use fees and student recognition certificates.

Swimming has many positive results including supporting a healthy lifestyle, reducing stress and learning a lifesaving skill that youth will carry with them for a lifetime. During the swim instruction, staff will also provide water safety tips and literature based around exercising safe habits in the river.



**FISCAL IMPACT**

There is no negative fiscal impact to the General Fund. The Mini Grant will fund the operating expenditures and seasonal aquatics staff wages to offer the program. All costs are assumed in the 2021-22 Fiscal Year Budget. If the grant is not received the program will not be offered.

**ATTACHMENTS**

Sierra Kings Health Care District Request for Proposal No. 2023-11 Mini Grant