

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on 7/21/23, by and between the CITY OF FRESNO, a California municipal corporation (City), and Fresno Metropolitan "Metro" Ministry, a non-profit corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain Community Garden Liaison services for Community Gardens located at Parks, After School, Recreation and Community Service Department facilities (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a non-profit organization and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for the City by its PARCS Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to any earlier termination in accordance with this Agreement. The City may, at its sole discretion, extend the term of the agreement for two (2), one-year terms. Any extensions shall be provided through written amendment, duly executed by both parties.

The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$40,000 per year, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes

all actual expenses incurred by Service Provider in performance of the services and shall be made on a reimbursement basis.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of: (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any

other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service

Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, Service Provider 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Service Provider, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider 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.

8. Insurance.
- (a) Throughout the life of this Agreement, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the

premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) Upon request of City, Service Provider shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Service Provider and City prior to the commencement of any services by the subcontractor. Service Provider and any subcontractor/sub-consultant shall establish additional insured status for City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.

- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.
 - (c) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (f) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available

from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor

any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.

- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement,

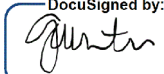
the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

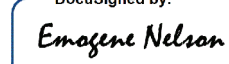
[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

DocuSigned by:

By: _____
4B59C02BA274430...
Georgeanne A. White
City Manager

Fresno Metropolitan "Metro" Ministry,
a non-profit organization

DocuSigned by:

By: _____
EDCB2647B5E64AE...
Name: Emogene Nelson


APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:

By: _____ 7/12/2023
0A8F88F889DD447...
Angela M. Karst Date
Deputy City Attorney

Title: Executive Director

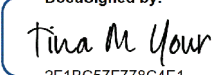
(If corporation or LLC., Board Chair,

DocuSigned by: _____ (S.)

By: _____
2364BA898E9741F...
Name: Vicki Taylor

Title: Executive Director

(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:

By: _____ 7/21/2023
2F1BC57F778C4E1...
Deputy Date

Addresses:

City:
City of Fresno
Attention: Aaron A. Aguirre, Director
1515 E. Divisadero Avenue
Fresno, CA 93721
Phone: (559) 621-7529
E-mail: Aaron.Aguirre@fresno.gov

Service Provider:
Fresno Metropolitan "Metro" Ministry
Attention: Emogene Nelson, Executive
Director
3845 N Clark St Suite 101
Fresno, CA 93726
Phone: (559) 485-1416
E-mail: Emogene@fresnometmin.org

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES Service Agreement between City of Fresno and Fresno Metro Ministry for Community Garden Liaison Services

The scope of services for the Community Garden Liaison is to manage multiple community garden locations within City of Fresno Parks and/or Community Centers.

A. *Community Garden Liaison tasks include but are not limited to:*

1. Gardener selection and completion of sign-up agreements. Agreements must include risk language and must be reviewed by the City.
2. Establish and maintain an equitable gardener selection process, including waitlist procedures, rules related to plot use and site use.
3. Monitor and enforce rules related to plot use.
4. Maintain hours of operations of the sites.
5. Require and enforce drip irrigation and water wise practices.
6. Manage green waste and refuse through composting and proper disposal.
7. Collect and manage rent according to the City of Fresno Master Fee Schedule. Proceeds from rent monies collected shall be accumulated and invested back into the community garden twice per year. Eligible uses will be approved by the City and receipts must be submitted to the City.
8. Assume responsibility for the security of individual plots and any storage facilities. Coordinate with City of Fresno as needed to identify security solutions.
9. Visit community gardens on a regular basis to conduct garden inspections and log findings.
10. Organize and promote bi-annual meetings for each existing garden site for members who are renting plots.
11. Host annual meetings with neighborhoods located within 1-mile of the community garden site to invite participation in community gardening, as well as discuss any impacts or concerns.
12. Must be able to encumber the cost of community meetings.
13. All communication material must be made available in English, Hmong, Punjabi, and Spanish.
14. Adhere to reporting requirements which include quarterly reporting and invoicing for services provided. Quarterly reports shall include the following information:
 - a. Total number of garden plots at each location including number of garden plots rented, number of plots available for rent, and number of plots fallow due to need for repairs.
 - b. Total number of people on waiting lists at each location.
 - c. Photos from each garden highlighting what is being grown.
 - d. A description of training, supplies or materials provided.

- e. A summary of any challenges or recurring issues.
 - f. Other data that illustrates outcomes, success stories and impacts of community garden operations: for example, pounds of compost, pounds of food grown, etc.
 - g. Reports should be submitted electronically to: PARCSContracts@Fresno.gov
15. Meet with the City at least twice per year to provide an update on the gardens.
16. Communicate with City of Fresno PARCS staff to report maintenance needs by utilizing FresGo and “311.”
17. Maintain all records. Copies of applications and other records shall be available to the City upon request and retained for three (3) years after the conclusion of the contract.

Fresno Metro Ministries shall provide these services in accordance with the methods presented in the project proposal.

Experience with Public Entities and Community Outreach

Fresno Metro Ministry is a 501(c)3 Community Benefiting Organization that has been engaging gardeners in community gardens for over 15 years and has been conducting community outreach and engagement for over 50 years.

Fresno Metro has over 14 years of experience working with the City of Fresno’s PARCS Department in managing 3 of their community gardens, Al Radka, Lowell and Peach Garden.

We have been successful in managing these garden spaces, which includes hosting yearly meetings, events and workshops across all three gardens while also conducting regular garden checks to ensure all gardeners and garden plots are active and tended to. We have compiled a waitlist of over 140 community residents interested in community gardening and onboard them as plots become available. Our outreach strategies to fill our garden spaces include canvassing within the zip code of our garden before opening it up to other community members in the surrounding areas.

Fresno Metro has been in collaboration with Fresno Housing Authority over the past 3 years to develop and manage their community garden and urban farm which sit on 7.5 acres. Currently, this site provides community members with over 94 garden plots to grow fresh and healthy foods along with providing 4 urban farmland spaces to develop their farming businesses. After many months of careful planning, community input sessions and multiple presentations, we have begun our food forest project on this site. We have planted over 200 fruit-bearing trees and brushes with the help of community members all across the county. Prior to breaking ground for the community garden development with Fresno Housing Authority, we conducted door-to-door canvassing and held input sessions in the neighborhoods in the zip code where the garden is located for the

development of the site. We also hosted multiple community events, workshops and presentations to ensure we were including the community in the development of this community space.

Fresno Metro also has many years of working with other public entities such as Fresno Unified School District and Central Unified School District with our food recovery program that combats food waste and increases food access as we with 40 receiving partners that redistribute the food we collect. With these two school districts, we work closely with over 80 schools in collecting edible food before it goes to waste. Metro's Food Policy Network currently collaborates with over 30 public entities that are currently working on changing Fresno County's food system and policies.

Community outreach strategies that we've done in the past have consisted of going door-to-door knocking to pass out fliers on workshops, events, or volunteer days that we have at our garden sites to community members that live within a mile radius. We have also done monthly newsletters and social media posts and followed up via phone calls for community members who have expressed interest in attending.

Implementation of Scope of Work

Below are the different ways the Fresno Metro Ministry intends to complete the Scope of Work for this project:

1. Gardener selection completion of sign-up agreements. Agreements must include risk language and must be reviewed by the City. 2. Establish and maintain an equitable gardener selection process, including waitlist procedures, rules related to plot use and site use. 3. Maintain hours of operations of the sites.

When establishing a new garden, Fresno Metro ensures an equitable gardener selection process by conducting multilingual outreach to community members near the site to populate it initially. This includes conducting door-to-door canvassing, attending local tabling events, conducting presentations with local community groups, and conducting focus groups. Once all garden plots at a site have been rented, a waitlist is established which takes into account the person's name and contact information. When someone is interested in joining the site, they are added to the bottom of the waitlist and informed of their number on the waitlist. They are also informed that they must regularly update their contact information with us so we can contact them when a garden plot is open.

When a garden plot is open, the person on the top of the waitlist is contacted, informed about the open garden plot opening and an appointment to look at the open garden plot is booked. If the phone number is disconnected or we are not able to get a hold of the waitlisted person after 3 weeks, the opportunity to rent the garden plot is given to the next person on the waitlist.

Once the person on the waitlist has had the opportunity to look at the garden plot and would like to rent the plot, we go over the garden agreement (see attachment #7) and have them sign it.

Garden agreements will be made available in Spanish, English, Hmong and Punjabi. At the time of sign-up, they also pay the \$35.00 garden plot fee and the \$5.00 application fee (see attachment #7 for terms of payment, site use, plot use, and hours of operation). New gardeners are also given a tour of the site and are given the codes to the entrance gates and storage area (if applicable).

Copies of signed gardener agreements and payment receipts can be made to the City of Fresno upon request and will be filed for 3 years after the conclusion of the contract.

Gardener Agreement - See Attachment #7

4. Monitor and enforce rules related to plot use. 5. Require and enforce drip irrigation and waterwise practices. 6. Manage green waste and refuse through composting and proper disposal. 7. Visit community gardens on a regular basis to conduct garden inspections and log findings. 8. Communicate with City of Fresno PARCS staff to report maintenance needs by utilizing FresGo and “311.”

Fresno Metro Ministry will conduct bi-weekly garden checkups to each garden to ensure each site is being maintained, gardeners are following site rules and agreements, and to report any infrastructure repairs needed to the City of Fresno utilizing the FresGo app or by calling 311. Gardeners that are not utilizing drip irrigation, flooding, not disposing of waste properly or not following any other items on the agreement will be contacted with a reminder of the agreement and given a verbal warning. Gardeners will also be instructed to report any issues occurring on site to the main site contact to ensure the site remains a safe and comfortable space for all gardeners.

Gardeners will also be engaged in conducting site cleanups during bi-monthly gardeners' meetings as needed to ensure the site remains clean and free of trash. Depending on the site infrastructure and space, gardens will either utilize composting methods or green waste bins to dispose of green waste.

9. Collect and manage rent according to the City of Fresno Master Fee Schedule. Proceeds from rent monies collected shall be accumulated and invested back into the community garden twice per year. Eligible uses will be approved by the City and receipts must be submitted to the City.

Fresno Metro Ministry will collect plot rental fees and administrative fees on a yearly basis at the time of assigning a gardener their plot and every year thereafter. A \$35.00 yearly garden plot fee (\$3.00 per month, \$1 discount for paying for the whole year) and a \$5.00 administrative fee will be collected per the City of Fresno Master Fee Schedule. Metro will manage fees through a gardener database to track fees collected and garden payment due dates.

When the contract is awarded, Fresno Metro Ministry will compile a list of proposed items that garden plot fees could be used for. Once the City of Fresno provides clearance on proposed items, Fresno Metro will host an input session twice a year during bi-monthly gardener meetings to collect input from gardeners on items they would like to see purchased from the City of Fresno approved purchasing list. Any additional items requested will be presented to the City of Fresno for approval.

Fees acquired and receipts of items purchased will be submitted quarterly to the city along with the quarterly progress reports and invoices.

10. Assume responsibility for the security of individual plots and any storage facilities. Coordinate with the City of Fresno as needed to identify security solutions.

Aside from the Gardener Agreement which lists gardener expectations for their own and other's plots, Fresno Metro Ministry will provide gardeners with the contact information of the Fresno Metro office and the site contact to report any security issues that may arise. Fresno Metro staff will contact the proper authorities and/or the City of Fresno's primary contact with any immediate concerns. Fresno Metro will also track and report on any security issues that occurred in the quarterly reports.

For sites that have storage facilities, Fresno Metro will create multilingual signage on storage facility doors reminding gardeners to lock up the storage facility, which will be locked with a number lock. Fresno Metro will engage gardeners in cleaning, organizing and maintaining the storage facility during bi-monthly gardener meetings as needed.

11. Organize and promote bi-monthly meetings for each existing garden site for members who are renting plots. 12. All communication material must be made available in English, Hmong, Punjabi, and Spanish.

Once awarded the contract, Metro will set dates and times for 6 bi-monthly gardener meetings at each site for the year. Metro will create multilingual flyers with meeting dates, will mail the flyers to each gardener and will post the meeting dates on bulletin boards at each site. As the meeting dates approach, Metro staff will give gardeners a reminder call to ensure gardener participation. Meeting will be multilingual as needed.

During these meetings, we will discuss garden agreements, take garden payments, conduct site cleanups, maintain storage areas, gather input on plot usage fees and facilitate activities to foster community building within gardeners.

Metro will track gardener participation through a sign-in sheet, flyers and an agenda of discussed topics and activities. Metro will share participation and outcomes of meetings through the quarterly reports.

13. Host annual meetings with neighborhoods located within 1-mile of the community garden site to invite participation in community gardening, as well as discuss any impacts or concerns. 14. Must be able to encumber the cost of community meetings. 15. All communication material must be made available in English, Hmong, Punjabi, and Spanish.

Metro will conduct an annual meeting at each site geared towards residents living within 1-mile of the garden site to facilitate neighbor participation in the garden and discuss any concerns. In order to reach residents living near the site, Metro staff will create a multilingual invitational flier to distribute to residents in homes and apartments within a 1-mile radius surrounding the garden. Metro will then host a multilingual meeting (English, Spanish, Hmong and Punjabi) utilizing our interpretation equipment to ensure participants receive simultaneous translation. The meeting will consist of a garden tour, education on cultural foods being grown on site, information on how to sign up to the garden, how to get involved in garden related projects and events in Fresno, and a Q&A session to gather any feedback and address any concerns community members may have regarding the garden being in their community.

Metro will track outreach activities through outreach logs and copies of flyers. Metro will track community member participation by having a sign-in sheet and keeping an agenda of discussed topics. Metro will share participation, outreach activities and outcomes of the meetings through the quarterly reports.

16. Adhere to reporting requirements which include quarterly reporting and invoicing for services provided. 17. Meet with the City at least twice per year to provide an update on the gardens. 18. Maintain all records. Copies of applications and other records shall be available to the City upon request and retained for three (3) years after the conclusion of the contract.

In order to be able to provide thorough and accurate quarterly reports, Metro staff will manage a gardener database with gardener information, number of rented and unrented plots and fees collected. Metro will gather information on garden plots, waitlist, pictures of the sites, recaps of training, and challenges to include in reports. Any participation and outcomes collected from

bi-monthly meetings, annual meetings, and outreach efforts will also be included in this report. Any signed agreements will be filed and stored for up to 3 years after the conclusion of the contract and can be made available to the City of Fresno upon request.

Metro will also track, file and provide receipts and expense reports for purchases made during the quarterly period. Metro will work with the City of Fresno primary contact to schedule the meetings with the City and provide updates on the gardens.

Approach to Managing Community Gardens

1. Describe the proposed approach to managing community gardens. Include examples of procedures and policies, innovative maintenance ideas, and community outreach strategies.

Fresno Metro Ministry will incorporate the approach that it uses with all of its community gardens, which includes a large part of the activities requested in the Scope of Work. This includes conducting regular garden checkups, working with gardeners on the development of the site, hosting community meetings and putting on community events. Metro will also occasionally host educational workshops, volunteer days and site tours depending on regional events, partnerships and opportunities that might be occurring at each site. Our strategies on maintaining and managing community gardens are heavily centered around community engagement, engaging community members in the development of the sites throughout the whole process.

As mentioned in the scope of work, Metro will conduct biweekly garden checkups to ensure that all gardeners renting plots are active at the site and are following all established garden agreements from both the City of Fresno along with Fresno Metro. During our garden checks, we keep documentation of gardener successes and garden agreement violations that need to be addressed. We address these violations by conducting gardener checkups, which entails calling gardeners and inquiring about their wellbeing, providing reminders about the agreements, and checking in with them to see if they need further coaching or support. Understanding the importance of relationship

building and making community within the garden space and with the gardeners and having a constant presence allows us to better support the gardeners and the sites for success. As we conduct our garden checks, this gives us opportunities to have dialogues regularly and provide support for gardeners and the development of their plots.

If gardeners are violating any gardener agreements and not being responsive, we begin our corrective actions plan to ensure that they are following the agreements they signed up for. Below is our corrective plan, which is also listed in *the gardener agreements*.

In the event there is a violation:

You will receive one (1) verbal warning from Metro

1. If there is no correction, you will receive a written notice within two (2) weeks.
2. If there is no correction after the written notice, you will receive a written notice informing you that you have lost the use of your plot. In addition, you may not apply for a new plot for a period of one (1) year and the acceptance of your application will be at the sole discretion of Metro.

We use this approach in extreme cases but have discovered that a simple phone call conversation resolves the violation. During these phone calls, Metro offers support and understands a gardener's personal situation that is causing them to neglect certain rules. Many times, illness and family situations cause obstacles.

All gardeners that Metro oversees including the gardeners at these sites are educated to practice climate-conscious gardening and farming techniques. These practices include using dripline irrigation in the garden plots for wise water practices. Flooding is not permitted and will call for immediate corrective action. In the case that gardeners are not familiar with the practice, we will assist in teaching and setting up drip irrigation and provide a list of stores the gardeners can visit to purchase drip lines to use in their garden plots. Gardeners are also not allowed to utilize harmful chemical pesticides and will be taught to implement integrated pest management techniques to deter pests, create habitats for beneficial insects and improve their plants' resiliency.

Metro utilizes many approaches for its community outreach strategies depending on the intended outcome, goal or target audience. For this specific project, we will conduct community engagement through flier distribution for residents living near the site, phone call reminders, and send mail to current gardeners. Other strategies of outreach that might be utilized for events, workshops and volunteer recruitment will be social media posts, group presentations and project partner outreach. We will also provide opportunities for local residents to get involved in the management and engagement of the sites by partnering with organizations that provide paid opportunities for students and young adults to intern with an organization and get involved in community garden work.

Attachment #7



| | |
|--------------------|------------|
| For Metro Use Only | Date _____ |
| Name: | _____ |
| Plot No. | _____ |
| Fee Paid: | _____ |

[Insert Garden Name] Garden Agreement

1. Fresno Metro Ministry is the manager of the garden site and has sole authority from the City of Fresno to assign garden plots, establish and enforce rules for the use of the site, and resolve conflicts.
2. Upon signing this Agreement, the gardener will pay a Thirty Six Dollar (\$35.00) plot fee and a Five Dollar (\$5.00) administrative fee, which will be paid annually. Plot fees will be reinvested into the community garden. All fees are non-refundable.
3. Bi-monthly gardener meetings will be held to conduct site cleanups, collect garden payments, encourage gardener engagement and receive input on the investment of site fees. Gardeners are required to attend at least 1 meeting a year.
4. Once assigned a plot, the gardener will cultivate and plant it within three (3) weeks. If at any time the plot appears inactive for more than three (3) weeks, the gardener will be contacted, and a notice may be given if it remains vacant for an excessive amount of time.
5. **Garden Site RULES:**
 - The gardens shall only be tended between dawn and dusk.
 - Do not share the garden code.
 - Do not drink alcoholic beverages or use drugs while in the garden.
6. **Garden Plot Usage Agreements:**
 - Plots must be kept at the original size.
 - Drip irrigation must be used to water garden plots. Flood irrigation is NOT allowed.
 - Treat fellow gardeners with respect and dignity.
 - Prevent any damage to the garden or plots by guests, children or pets.
 - Do not take any plants, vegetables or any other item from another gardener's plot without the permission of the gardener.
 - Keep surrounding pathways and plots clean and free of weeds, pests, and disease.
 - Remove trash and place it in the appropriate bins.
 - Do not plant any illegal plants, such as marijuana and opium poppies.
 - Do not use ANY chemical pesticides at the garden (ask if you are not sure).

In the event there is a violation:

- a. You will receive one (1) verbal warning from Metro.
- b. If there is no correction, you will receive a written notice within two (2) weeks.
- c. If there is no correction after the written notice, you will receive a written notice informing you that you have lost the use of your plot.

4/27/23

1

- d. In addition, you may not apply for a new plot for a period of one (1) year and the acceptance of your application will be at the sole discretion of Metro.
- 7. Gardeners will have access to their plot for one (1) year with the opportunity to re-register for the same plot at the end of that year. The number of plots allowed per person may be limited based on demand. If the number of plots allowed per person is reduced, the gardener will be given the opportunity to garden the plot until their contract year ends.
- 8. Fresno Metro Ministry and Gardener shall endeavor to resolve any dispute informally between them. Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration of the dispute before an independent arbitrator. The Parties mutually select an independent arbitrator or panel of arbitrators from Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or another entity mutually agreed to in writing by the Parties. In the event a panel of arbitrators is selected, each Party shall select one member, and shall mutually agree on a third member of the panel. Any arbitration shall occur in Fresno County, California.

(Insert City of Fresno Release, Waiver and Indemnity Agreement)

I have read, understand, and agree to the conditions of this Agreement and to all attachments, including the City of Fresno Release, Waiver and Indemnity Agreement. If I do not follow this Agreement or policies established by Metro, I may lose my plot. Metro alone will decide if any violation has occurred.

(Signature of Gardener)

(Date)

(Signature of Metro Employee)

(Date)

Gardener Information

Name (print): _____

Address: _____

Telephone: (Day) _____ (Evening) _____

Emergency Contact Information:

Name: _____ (Relationship) _____

Telephone: (Day) _____ (Evening) _____

B. Schedule of Fees

9. Proposed Project Budget

Fresno Metro Ministry Community Garden Liaison Services

| A. Proposed Operational Expense Breakdown: Includes expenses for outreach and marketing materials for community outreach events such as interpretation, translation, flyers, etc. Overhead shall not exceed 10 percent of contract total. Detailed itemization and receipts required. | | | |
|--|--|-------------------------------------|-------------------|
| Item | Details | Total Cost | |
| Interpretation & Translation Services | Interpretation and Translation for 21 community meetings (7 per site) and to create signage, contracts and outreach materials in English, Spanish, Hmong and Punjabi. \$25 per hour, 80 hours | \$2,000.00 | |
| Tables | 2 tables for community meetings | \$180.00 | |
| Canopy | 1 canopies for community meetings | \$110.00 | |
| Outreach Supplies | Envelopes, Postage Stamps, Paper, Printing to print and mail flyers and letters to gardeners. | \$500.00 | |
| Community Meeting Supplies | Easel, Poster Paper, Sticky Notes, Voting Dots, Pens/Pencils, markers for community meetings | \$457.29 | |
| Phone Reimbursements | To conduct outreach, gardener engagement and process garden payments for 1 staff, \$50 per month for 12 months | \$600.00 | |
| Square Readers | Square Terminal to process gardener payments | \$350.00 | |
| Trash Bags and gloves | Trash bags and single-use gloves for trash pickup events during gardener meetings | \$75.00 | |
| Overhead Costs (indirect) | 10% of total contract | \$3,636.36 | |
| TOTAL PART A. PROPOSED OPERATIONAL EXPENSES: | | | \$4,272.29 |
| B. Proposed Staff Costs: Includes staff who will work on the project, their costs with hourly rates required to complete the project and details about work performed. | | | |
| Staff | Work Performed | Hours and Hourly Rate (with fringe) | Total |
| Chris De Leon Program Manager .14 FTE | Primary Contact for City of Fresno, including: <ul style="list-style-type: none"> Compile and Submit Quarterly Invoicing and Reports, Purchase Supplies and Rental Fee items Oversee all site Annual Community Meetings and Outreach Manage the Gardener and Rental Fees Database Oversee Rental Agreements and Signage | 288 hours, \$36.35 per hour | \$10,468.22 |
| Yang Soua Fang Project Manager | Primary Contact for gardeners and the public for the Peach and Al Radka Gardens, including: <ul style="list-style-type: none"> Conduct Regular Garden Site Visits and | 419 hours, \$30 per hour | \$12,570.00 |

C. Schedule of Fees (con't)

| | | | |
|--|---|-----------------------------|--------------------|
| .20 FTE | Gardener Communication, Collect and Process Rental Fees, Onboard and Process New Gardeners, Maintain Gardener Waitlist <ul style="list-style-type: none"> Plan, Facilitate and Conduct Outreach for Bimonthly Gardener Meetings Plan, Facilitate and Conduct Outreach for Annual Community Meeting Compile Items for Quarterly Reports | | |
| Itzel Escarcega Project Manager .13 FTE | Primary Contact for gardeners and the public for the Lowell Garden, including: <ul style="list-style-type: none"> Conduct Regular Garden Site Visits and Gardener Communication, Collect and Process Rental Fees, Onboard and Process New Gardeners, Maintain Gardener Waitlist Plan, Facilitate and Conduct Outreach for Bimonthly Gardener Meetings Plan, Facilitate and Conduct Outreach for the Annual Community Meeting Compile Items for Quarterly Reports | 267 hours, \$30 per Hour | \$8,010.00 |
| TOTAL PART B. PROPOSED STAFF COSTS: | | | \$31,048.22 |
| C. Travel Expenses: Mileage must use the federal standard mileage rate of \$0.625 per mile Detailed itemization required. | | | |
| Peach Garden Mileage: | Round-trip mileage from Fresno Metro Office, 3845 N Clark St, Fresno CA 93726 to 2021 S Peach Ave, Fresno, CA 93727 18.2 miles x \$.625 = \$11.38 per trip, 33 trips (biweekly checkups and 7 meetings) | | \$375.38 |
| Al Radka Garden Mileage: | Round-trip mileage from Fresno Metro Office, 3845 N Clark St, Fresno CA 93726 to 5897 E Belmont Ave, Fresno, CA 93727 17.8 miles x \$.625 = \$11.13 per trip, 33 trips (biweekly checkups and 7 meetings) | | \$367.13 |
| Lowell Garden Mileage: | Round-trip mileage from Fresno Metro Office, 3845 N Clark St, Fresno CA 93726 to 481 N Poplar Ave, Fresno CA 93710 7 miles x \$.625 = \$4.38 per trip, 33 trips (biweekly checkups and 7 meetings) | | \$144.38 |
| Miscellaneous Garden Trips | For emergencies and unexpected situations or events that might be occurring at the three sites. 250 miles @ \$.625 | | \$156.25 |
| TOTAL PART C. TRAVEL EXPENSES: | | | \$1,043.13 |
| TOTAL AMOUNT REQUESTED: | | | \$40,000.00 |

D. The City will provide the following assistance:

1. Prepare garden locations, including but not limited to, ground preparation, soil testing as warranted, work necessary to bring water to each plot, fencing and permit costs prior to gardeners' possession.
2. Provide an assessment of existing ADA conditions and include required ADA improvements in the PARCS Department's ADA Transition and Capital Improvement Plans.
3. Pay utilities including water utilized for drip irrigating each garden site.
4. Notice and promote community garden plots, as needed, in conjunction with selected consultant.
5. Repair and replace raised beds and irrigation as determined necessary.
6. Provide trash and green waste receptacles.
7. Provide a point of contact for each garden site.
8. Provide contact information for residents located within 1 mile of each site to conduct outreach for annual neighborhood meetings.

EXHIBIT B

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and Fresno Metro Ministry (Service Provider)** for Community Garden Liaison Services

MINIMUM SCOPE OF INSURANCE

- (a) Coverage shall be at least as broad as:
1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
 2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
 3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. SERVICE PROVIDER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SERVICE PROVIDER'S insurance and shall not contribute with it. SERVICE PROVIDER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, SERVICE PROVIDER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If SERVICE PROVIDER should subcontract all or any portion of the services to be performed under this Agreement, SERVICE PROVIDER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein and SERVICE PROVIDER shall ensure that CITY, its officers, officials, employees, agents and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with SERVICE PROVIDER and CITY prior to the commencement of any work by the subcontractor.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Community Garden Liaison Services

| | | YES* | NO |
|---|--|--------------------------|-------------------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4 | Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

DocuSigned by:
Emogene Nelson
EDCB2647B5E64AE...

Signature _____
 6/15/2023
 Date _____
 Emogene Nelson
 Name _____
 Fresno Metro Ministry
 Company _____
 3845 N. Clark St. STE# 101
 Address _____
 Fresno, CA 93726
 City, State, Zip _____

Additional page(s) attached.