

**AGREEMENT BETWEEN CITY OF FRESNO
AND
SOUTHEAST FRESNO RENTAL ASSISTANCE DEMONSTRATION ("RAD"), LP
(Regarding Southeast Fresno RAD, LP, funds for police services)**

THIS AGREEMENT is entered into effective the **1st day of July, 2015**, by and between the Southeast Fresno Rental Assistance Demonstration, a California limited partnership, hereinafter called "Southeast Fresno RAD" or "Southeast Fresno RAD, LP," and the City of Fresno, California, a municipal corporation, hereinafter called the "City."

RECITALS

WHEREAS, the City provides local law enforcement services within the jurisdiction of the Southeast Fresno RAD; and

WHEREAS, Southeast Fresno RAD provides public housing services and activities for residents of City; and

WHEREAS, Southeast Fresno RAD is funding the services provided for in this Agreement through RAD budgeted funds, referred to hereafter as "RAD budgets" (using the Capital Funding for Operations portion for police services), which program and award documents are incorporated herein by this reference; and

WHEREAS, Southeast Fresno RAD warrants that RAD budgets make available funding to reimburse local law enforcement for additional security and protection services provided in pursuit of the public housing programs supported by Southeast Fresno RAD; and

WHEREAS, On January 1, 1995, California Penal Code Section 11105.03 became effective, allowing local law enforcement agencies to obtain State criminal history information through the California Law Enforcement Teletype System ("CLETS") at the request of the local housing authorities for the purpose of screening prospective residents and prospective and current Southeast Fresno RAD staff; and

WHEREAS, Penal Code Section 11105.03 specifies that a local agency may run criminal history checks through CLETS and release to the Southeast Fresno RAD a record of convictions for certain specified violent felonies that have occurred within the past ten years; and information on any offenses committed by any person under 18 years of age are not reportable under the Statute; and

WHEREAS, Department of Justice guidelines require the development of a Memorandum of Understanding between Southeast Fresno RAD and the local law enforcement agency outlining each agency's responsibilities in order to allow the release of criminal history information under the Statute, and the provisions contained in Section 2 of this Agreement are intended to serve that purpose; and

WHEREAS, the parties desire to enter into this Agreement, which provides terms and conditions whereunder the Southeast Fresno RAD shall utilize the RAD budgets funds to reimburse City for additional law enforcement security and protective services provided by City under the RAD budgets and related activities; and

WHEREAS, performance of the services by City will be of benefit to City and in the public interest.

AGREEMENT

NOW, THEREAFTER, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, it is mutually agreed as follows:

1. Scope of Services.

City agrees to provide the following law enforcement services in accordance with and pursuant to the RAD budgets and this Agreement, subject to all applicable Constitutional and local law requirements:

(a) RAD budget related law enforcement services will be provided by one Sworn Police Officer at the following complex located in southeast Fresno:

- 1) Southeast Fresno RAD complex (consisting of Cedar Courts, Cedar Courts II and Inyo Terrace)

hereafter called the "Target Area."

Based on patrol hours, a prorated portion consisting of \$59,900 which comprises 23% of the total contract will be billed to the Southeast Fresno RAD, LP (the remainder will be billed to Fresno Housing Authority and Viking Village RAD, LP, under separate agreements).

(b) RAD budgets law enforcement services will be provided through full-time assignment of one (1) sworn officer to each target area, for a total of for a total of two (2) Sworn Police Officers (for all three agreements), for the funded period not to exceed twelve months commencing **July 1, 2015** and ending **June 30, 2016**. On an as needed basis, RAD budgets services may be diverted to Southeast Fresno RAD complexes within the incorporated limits of the City of Fresno and outside of the "Target Areas," with the prior written approval of the Fresno Police Department's District Commander.

(c) Specific duties for law enforcement services to be performed by each Sworn Police Officer under this Agreement for the respective designated Target Areas in paragraph (a) above, include the following:

- (i) Enforcing laws in accordance with Fresno Police Department policies;
- (ii) Submitting weekly crime reports to the Housing Management District Manager;
- (iii) Referring resident victims to support services;
- (iv) Subject to Fresno Police Department Scheduling, each officer will provide 40 hours of law enforcement services per week, during flex work hours of Daylight Savings Time from 10:00 am – 8:00 pm. Work one Saturday or Sunday per month during the months of June-September and work one Saturday or Sunday every two months during the months of October-May. Fresno Police department shall inform the Housing Management Property Manager in advance if the work schedule changes;
- (v) Submitting available Annual Crime Statistics for Public Housing, upon request of Housing Management District Manager;
- (vi) Attend the conferences with Housing Management District Manager upon request regarding resident concerns;
- (vii) Completing regular patrols per site; approximately two patrols in vehicle and one on foot; and
- (viii) In accordance with the Statute providing criminal history background checks through CLETS.

2. Criminal History Background Checks through CLETS by Fresno Police Department.

- (a) The two Sworn Police Officers provided hereunder by the Fresno Police Department, through the City, are employed through the Public Housing Capital Funds Program to run CLETS criminal history checks.
- (b) The Fresno Police Department will run criminal history checks on subjects submitted by the Southeast Fresno RAD on an agreed upon request form, if authorized by signature of a designated Southeast Fresno RAD staff member.
- (c) The Fresno Police Department will screen CLETS printouts for reportable offenses as specified in Penal Code Section 11105.03.
- (d) The Fresno Police Department will record reportable offenses on the Southeast Fresno RAD request form and deliver a copy of the completed form with any reportable criminal history information to a designated Southeast Fresno RAD staff member, within five (5) working days from the date of the request. (Note: If it is known that the subject of a criminal history check is on probation or on parole, the document will be delivered to the appropriate probation or parole offices with a request to forward the document to the designated Southeast Fresno RAD staff member.)

- (e) The Fresno Police Department will maintain a file on all Southeast Fresno RAD criminal history checks, including the request form, any CLETS printouts and a copy of any criminal history information released to Southeast Fresno RAD for a minimum of three (3) years.
- (f) Only the Chief executive officers of Southeast Fresno RAD and his/her designated staff member(s) of the Southeast Fresno RAD, designated in writing to the Fresno Police Department by the chief executive officer, may request and receive criminal information, subject to the following paragraph.
- (g) Designated Southeast Fresno RAD staff granted access to criminal history information must pass a criminal history background check, which will require submitting their fingerprints to the California Department of Justice and the Federal Bureau of Investigation (FBI), and a California Department of Motor Vehicle clearance.
- (h) Designated Southeast Fresno RAD staff will review and authorize, by signature, on the request form, all requests for criminal history check under the statute.
- (i) Any information obtained from CLETS criminal history pursuant to this Agreement is confidential and the Southeast Fresno RAD shall not disclose or use the information for any purpose other than that authorized in the statute.
- (j) The criminal history information released to Southeast Fresno RAD and all copies made from it shall be destroyed not more than thirty (30) days after Southeast Fresno RAD's final decision as to whether to act on the housing status of the individual to whom the information relates.
- (k) Southeast Fresno RAD shall adopt regulations governing the receipt, maintenance and use of the criminal history information. The regulations shall include provisions that require notice that Southeast Fresno RAD has access to criminal history information on applicants and employees who have access to Southeast Fresno RAD residences.
- (l) Use of criminal history information is to be consistent with Title 24 of the Code of Federal Regulations and current regulations adopted by the Southeast Fresno RAD.

3. Office Facilities and Reimbursement to City for Grant Related Activities.

- (a) Southeast Fresno RAD agrees to provide a secure office at Sequoia Courts Terrace (CAL 6-5) for use by the Sworn Police Officer in the southwest district and a secure office at Cedar Courts (CAL 6-8) for use

by the Sworn Police Officer in the southeast district. Each office shall be equipped with a telephone, computer and access to restroom facilities for the respective officer's use. At its sole cost and expense, Southeast Fresno RAD shall be responsible for providing all utilities (HVAC, phone, internet, electricity, water, sewer, garbage, etc.), repair and maintenance services at each office.

- (b) For the aforementioned services, Southeast Fresno RAD agrees to reimburse City for costs incurred by City hereunder, in an amount not to exceed **\$5,000** for the period beginning **July 1, 2015**, and ending **June 30, 2016**.
- (c) The amount of **\$5,000** is Southeast Fresno RAD's prorated share of City costs shared with Southeast Fresno RAD, LP and Southeast Fresno RAD, LP, the costs of which in the aggregate for all three (3) entities combined are:
 - **Salary and fringe benefits for two Sworn Police Officers, \$259,148**
 - **Cellular and modem ongoing costs \$1,200**
 - **One Trek Police Bicycle for patrol of complex, to include all related safety gear \$2,483**
 - **One I-pad for use in the complex office; \$599.00 per item plus monthly charges for a total of \$1,094; and**
 - **One Officer Tac Vest \$125.00**

And other allowable costs as outlined in the OMB Circular A-87 (Revised 05/10/04).

The City will bill Southeast Fresno RAD on a monthly basis. Payment of any bill shall be contingent on receipt of the weekly reports and completion of described activities.

4. Term.

The term of this Agreement shall commence on **July 1, 2015** and shall end on **June 30, 2016**, subject to earlier termination as provided herein.

5. Termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately by either the Southeast Fresno RAD or City, upon the other party's default that is not cured within 30 days of receiving written notice thereof, by giving written notice to the other party of the termination. Such termination shall be subject to obligations due and owing on the date of termination.

6. Compliance with Governing Law.

The services provided by the City under this Agreement are over and above the City's budgeted positions. The parties agree that RAD budgets funds shall not be used to replace funds of, or positions otherwise funded by, City.

As applicable, costs and expenditures must be allowable in accordance with OMB Circular A-87, *Cost principals for state, local and Indian Tribal Governments*. Capital Funds are subject to the Single Audit Act Amendments of 1996 and the OMB Circular, A-133, *Audits of state, local government and non-profit organizations*.

City agrees to provide any substantiation and support for services, fees, costs and expenses upon reasonable request of the Southeast Fresno RAD for a period of not less than three (3) years after final payment. Records of City's expenses pertaining to the services shall be kept on a generally recognized accounting basis and shall be available to Southeast Fresno RAD or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (3) years after final payment. In addition, all books, documents, papers, and records of City pertaining to the services shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time.

7. Capacity of City.

In rendering the aforesaid services, it is mutually understood and agreed that the City, its agents and employees, shall at all times be acting and performing independently and not as employees of Southeast Fresno RAD. The Sworn Police Officers shall at all times be under the direction and control of and must report to the Chief of Police of the City of Fresno Police Department. Nothing in this Agreement and nothing in the course of dealings between Southeast Fresno RAD and City shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship. City, and City's employees and agents, shall not be treated by Southeast Fresno RAD as employees of Southeast Fresno RAD for any purpose including, but not limited to, laws providing for Social Security taxes and benefits, state or federal unemployment compensation taxes, state or federal income tax withholdings or worker's compensation benefits. City agrees that it has sole responsibility to pay Social Security, State Disability Insurance, Worker's Compensation Insurance and all other wages and benefits applicable to its employees. City further agrees to hold Southeast Fresno RAD harmless for any and all claims made with regard to such matters.

8. Indemnification.

- (a) To the furthest extent allowed by law, Southeast Fresno RAD 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 Southeast Fresno RAD, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Southeast Fresno RAD should subcontract all or any portion of the services to be performed under this Agreement, Southeast Fresno RAD 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.

9. Insurance.

- (a) Throughout the life of this Agreement, Southeast Fresno RAD shall pay for and maintain in full force and effect all insurance as required in Exhibit A or as may be authorized and any additional insurance as may be required, in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.
- (b) If at any time during the life of the Agreement or any extension, Southeast Fresno RAD 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 Southeast Fresno RAD 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 Southeast Fresno RAD 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 Southeast Fresno RAD shall not be deemed to release or diminish the liability of Southeast Fresno RAD, 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 Southeast Fresno RAD. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability Southeast Fresno RAD, its principals, officers, agents, employees, persons under the supervision of Southeast Fresno RAD, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

- (d) Upon request of CITY, Southeast Fresno RAD 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 Southeast Fresno RAD should subcontract all or any portion of the services to be performed under this Agreement, Southeast Fresno RAD shall require each subcontractor to provide insurance protection in favor of 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 Southeast Fresno RAD and CITY prior to the commencement of any services by the subcontractor.

10. 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.

11. 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 or deposited into the United States mail, return receipt requested, with postage prepaid, 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.

12. Binding.

Once this Agreement is signed by the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assignees, transferees, agents, servants, employees and representatives.

13. Assignment.

There shall be no assignment by either party or its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assignees, shall be null and void unless approved in writing by the other party.

14. 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 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.

15. Governing Law and Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purpose of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

16. 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.

17. 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.

18. 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 or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

19. 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.

20. Exhibits.

Each Exhibit and Attachment referenced in this Agreement is, by reference, incorporated into and made a part of this Agreement.

21. Entire Agreement.

It is mutually understood and agreed that the foregoing constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

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IN WITNESS WHEREOF the parties have caused their authorized agents to execute this Agreement at Fresno, California the day and year first above written.

SOUTHEAST FRESNO RAD,
a California limited partnership

BY: _____

NAME: _____

TITLE: General Partner*

BY: _____

NAME: _____

TITLE: General Partner

BY: _____

NAME: _____

TITLE: General Partner

BY: _____

NAME: _____

TITLE: General Partner

* If a General Partner is a corporation or LLP, requires signatures of *both* Chairman/President/VP and CFO/Secretary/Assistant Secretary/Treasurer for that partner

CITY OF FRESNO,
a municipal corporation

BY: _____

Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:

Yvonne Spence, CMC
City Clerk, City of Fresno

BY: _____ Date
Deputy

APPROVED AS TO FORM:
Douglas T. Sloan, City Attorney

By: _____ Date
Amanda B. Freeman
Deputy

ADDRESSES:

Southeast Fresno RAD
Attention: Preston Prince
Executive Director/CEO
1331 Fulton Mall
Fresno, CA 93721

City of Fresno Police Department
Attention: Randy Dobbins
South District Commander
2323 Mariposa Mall
Fresno, CA 93721

Exhibit A

INSURANCE REQUIREMENTS Agreement between City of Fresno ("CITY") and Southeast Fresno Rental Assistance Demonstration, LP ("Southeast Fresno RAD")

[Project Title]
PROJECT TITLE

MINIMUM SCOPE OF INSURANCE

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

SOUTHEAST FRESNO RAD, or any party the SOUTHEAST FRESNO RAD 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.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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 **SOUTHEAST FRESNO RAD** 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

SOUTHEAST FRESNO RAD shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and **SOUTHEAST FRESNO RAD** 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) **SOUTHEAST FRESNO RAD** 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. **SOUTHEAST FRESNO RAD** 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, **SOUTHEAST FRESNO RAD'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 **SOUTHEAST FRESNO RAD'S** insurance and shall not contribute with it. **SOUTHEAST FRESNO RAD** 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: **SOUTHEAST FRESNO RAD** 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. **SOUTHEAST FRESNO RAD** 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, **SOUTHEAST FRESNO RAD** 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, **SOUTHEAST FRESNO RAD** 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.

VERIFICATION OF COVERAGE

SOUTHEAST FRESNO RAD 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, **SOUTHEAST FRESNO RAD** 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.