

**SERVICE AGREEMENT
CITY OF FRESNO, CALIFORNIA**

This Agreement is made and entered into effect on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Reading and Beyond, a California non-profit corporation (Service Provider) for community services at Mosqueda Community Center (Center) located at 4670 E. Butler Avenue, Fresno, CA 93702.

RECITALS

WHEREAS, City desires to obtain Community Services for the public purposes of recreation, economic empowerment, health and wellness, educational advancement and support for at-risk youth and families at Mosqueda Community Center located at 4670 E. Butler Avenue, Fresno, CA 93702 (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a non-profit organization with a mission to: “Empower children and families to achieve productive, self-reliant lives” 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 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 the services described in **Exhibit A**, consistent with approved annual work plan and including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**. Service Provider acknowledges and agrees that any religious, political, or any other activity, fundraiser or special event held outside the scope of services provided pursuant to this agreement is subject to a separate rental/special event agreement to be executed by Service Provider and City.

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 (initial term), subject to any earlier termination in accordance with this Agreement. No extensions will be available upon the conclusion of this agreement. 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 shall have the right to use and operate programming out of the center for an annual payment of \$1 due each year on October 1st, in exchange of the satisfactory performance of all services required or rendered pursuant to this Agreement. Service Provider shall not be entitled to any additional payment or fees.

(b) The right to use and operate programming out of the center without payment of full fair market value rent conveys a valuable benefit. City intends to grant use of certain recreational facilities, such as the Center, to nonprofits on the condition that the Service Provider will provide "Community Services." "Community Services" are broadly defined as including programs, services and activities for all ages that are consistent with the City's Parks, After School, Recreation and Community Services Department (PARCS) mission statement: through our dynamic and dedicated staff, we enhance the quality of life for the community by providing: safe, clean, accessible parks and community centers offering diverse programs and recreational activities and fostering meaningful community partnerships. Community Services are outlined in detail in **Exhibit A**.

(c) City retains the responsibility to manage scheduling of space rentals, reservations and events at the Center including shared spaces, and to collect and retain all fees associated with events and/ or space rental, in accordance with the rates contained within the City of Fresno Master Fee Schedule at the time of scheduling.

(d) The City reserves the right to revisit space allocation within the facility at any time during this agreement. City to provide Service Provider 30-days written notice prior to reallocating space when feasible.

(e) 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. Any amendment to the Agreement may be subject to Council approval.

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', but may provide up to ninety days based on its sole discretion, 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 properties and materials in the possession of Service Provider that are owned by City.

(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.

(b) 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.

(c) 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 approved 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 (i) 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) No subcontracting shall occur without prior written approval from the PARCS Director. Service Provider is not authorized to lease any space within the facility to other entities.

(d) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed and trained to perform the services called for by this Agreement (or that no license is required) including any related to operations of a childcare center. 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.

(e) Service Provider agrees that any and all personnel, either paid or volunteer, whom Service Provider utilizes in conducting the Program, shall be qualified to perform the duties assigned to them. All Center personnel shall be neatly attired and shall conduct themselves at all times in a courteous and businesslike manner

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. 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.

17. Compliance With Law.

(a) 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.

(b) Without limitation of any other provision herein, if the services provided hereunder (i) involve direct contact with minors or if minors are supervised as part of the services provided hereunder, or (ii) if services provided hereunder include services in the human services field and involve the care and security of children, the elderly, the disabled, or the mentally impaired, then Service Provider represents and warrants to City that prior to services being provided hereunder by any personnel or volunteers retained by Service Provider that the Service Provider has or will conduct a criminal background check as provided in California Penal Code Section 11105.3, as well as an FBI criminal database background check and, has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include, certain offenses related to the

possession or use of controlled substances, sex offenses or any criminal offense involving violence.

(c) Service Provider shall comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.

(d) Service Provider shall request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code

(e) No person whether paid or not paid by Service Provider shall be permitted to provide services described in this Agreement unless, prior to commencing services hereunder, Service Provider shall deliver a letter to City listing such person and certifying that the Service Provider has conducted a proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. If requested by City during the term of this Agreement, Service Provider shall provide an updated certification letter verifying that the background checks for each of the named persons is current and in compliance with this provision

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

By: _____
Aaron Aguirre, Director
PARCS

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

By: DocuSigned by:
Kristi Costa 7/20/2022

Kristi M. Costa Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Addresses:

City:
City of Fresno
Attention: Aaron Aguirre, Director
1515 Divisadero Street
Fresno, CA 93721
Phone: (559) 261-2900

Reading and Beyond, a non-profit
corporation

By: DocuSigned by:
Luis Santana

Name: Luis Santana

Title: Executive Director

(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: DocuSigned by:
Lesley Fairburn

Name: Lesley Fairburn

Title: Controller

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

Service Provider:
Reading and Beyond
Attention: Luis Santana, Executive
Director
4670 E. Butler Avenue
Fresno, CA 93702
Phone: 559-342-8600

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form
- 4. Exhibit D - Site Inventory
- 5. Exhibit E & F - Site Map and Floorplan

EXHIBIT A
SCOPE OF SERVICES

**Service Agreement between City of Fresno
and Reading and Beyond**

Mosqueda Community Services

SECTION 1. Community Programming– Minimum Program Requirements

- A. SCHOOL READINESS & SUCCESS SERVICES, including but not limited to:
1. After-School and out of school tutoring and homework assistance including summer academy, literacy support, and enrichment programming for grades K-12.
 2. Preschool programming services under Community Care License number 103808722.
 3. Access to equipment and free wi-fi for digital literacy, education and job searching purposes.
 4. Provision of free snacks, lunch and/or supper meals to youth through participation in local subsidized meal programs.
- B. COLLEGE & CAREER SERVICES, including but not limited to:
1. College success, mentoring and youth development programming.
 2. Family advocacy and support for families seeking English as a Second Language (ESL), General Education Development (GED) or higher education opportunities.
 3. Workforce development and career training such as the California Bridge Academy.
- C. FAMILY SUCCESS SERVICES, including but not limited to:
1. Information and referral services and resource fairs.
 2. Providing opportunities designed to nurture and develop volunteerism, including neighborhood clean ups.
 3. Community advocacy skills.
 4. Provision of resources and programs to support the physical and mental health of families and community including parenting and life skills training; housing assistance, health and wellness programs; drug and alcohol awareness and prevention.
 5. Enrollment information for families seeking employment assistance, childcare assistance and pre-K or preschool enrollment.
 6. Financial literacy training.
 7. Food distribution as part of emergency relief efforts.

D. HEALTH SERVICES, including but not limited to:

1. Health insurance information and enrollment assistance.
2. Physical and mental health literacy.
3. Health screening fairs.
4. Prenatal health services and wrap around supports.

E. RECREATION EVENTS AND ACTIVITIES in coordination with PARCS, including but not limited to:

1. Exercise and active lifestyle classes and opportunities for all ages, including organized boxing, soccer, cultural sports and dance classes for all ages.
2. Indoor/outdoor games, sports and activities for all ages.
3. Community gardening.
4. Community events.
5. Links or bridges for neighborhood youth and families with local law enforcement efforts.
6. Local neighborhood school activities and events.
7. Faith-based and cultural community events and activities exposing youth and families to a wide array of opportunities and community-building experiences.

F. SENIORS, including but not limited to:

1. Senior education and lifestyle activities focused on improving health outcomes.
2. Information and referral resources related to programs, events, opportunities and activities for community residents 55+.

SECTION 2. FEES

- A. No fees may be charged for the minimum program requirements set forth in Exhibit A - Section 1 except for preschool programming as part of the State of California requirements.
- B. Service Provider may charge fees for participation in approved community serving programming beyond the minimum program requirements. For all programs for which a fee will be charged, Service Provider must submit a detailed description of the program to the Director via PARCSContracts@Fresno.gov at least thirty (30) days prior to the initiation of the program.
- C. City reserves the right to disallow any fees assessed for participation in Service Provider programs and activities which the City deems to be excessive or inconsistent with the mission of the PARCS Department.

- D. Service Provider is herein authorized to retain such collected fees for Service Provider use in meeting programming and operational expenses for community serving programs at the Center.

SECTION 3. HOURS OF OPERATION AND STAFFING

- A. Service Provider shall operate preschool programming at a minimum, Monday through Friday from 7:00 am to 5:30 pm. Service Provider shall operate all other programming at the Center at a minimum every Monday through Friday from 8:00 am to 5:00 pm with recreational and/or enrichment activities geared toward school aged children from the surrounding neighborhoods offered during those hours.
- B. Service Provider shall notify the PARCS Director a minimum of two (2) weeks in advance of any short-term or temporary reduction in the hours of operation lasting two (2) weeks or less in duration. The notice shall include the duration of the reduction and the reason for the reduction. For unforeseen reductions in the hours of operation, Service Provider shall notify the Director as soon as reasonably possible. Notice may be sent to PARCSContracts@Fresno.gov.
- C. Any request to permanently alter minimum hours of operation shall be submitted to the PARCS Director a minimum of (60) sixty calendar days in advance for review. The request shall include the reason for the reduction in operating hours, the proposed revised minimum hours of operation and the proposed date the reduction would become effective. Request may be sent to PARCSContracts@Fresno.gov.
- D. Service Provider's operational obligations shall include reasonable staffing of the Center and operating the Community Service Program(s) in a manner satisfactory to City. Service Provider agrees that a minimum of two (2) staff members shall be on the Center premises during all hours of operation.

SECTION 4. USE OF FACILITIES AND EQUIPMENT

- A. City grants permission to Service Provider to conduct the Program during the term of the Agreement, and pursuant to the terms of this Agreement.
- B. The use of the Center by Service Provider shall not be exclusive, and City shall have the right at all times to enter upon the Center for any purpose and to use the same for any purpose not inconsistent with Service Provider's obligations hereunder.
- C. Service Provider shall not pay facility use fees to City for Service Provider's Community Service Program activities which have been expressly approved by City, subject to the provisions of this Agreement, provided that other costs and charges as set forth herein, may apply.
- D. Service Provider shall have access to the outdoor spaces around the Center; however, paid reservations made through the City for the use of the outdoor spaces shall be given first priority.

- E. City shall coordinate with Service Provider prior to approving any private or community facility reservations to mitigate any potential conflict. Service Provider shall provide a list of dates/times for facility reservation requests to the site supervisor or designee on a quarterly basis. The Social Hall may be reserved for use by Reading and Beyond to provide Afterschool and other programming identified in Section 1. The Social Hall will be prioritized for City programming and reserved from 8:00am to 1:00pm for Senior Enrichment Programming and Hot Meals. Reservations for these purposes shall be coordinated through the City and will be provided at no charge.
- F. Service Provider shall report any vandalism, suspicious or illegal behavior or activity at the Center or surrounding grounds to appropriate authorities via emergency 911 or non-emergency Police hotline (559) 621-7000 as appropriate. Reporting of any graffiti at or affecting the Center should be submitted using “311” or FresGO mobile app as appropriate.
- G. Service Provider understands and agrees that the permission granted herein by the City to Service Provider to use and occupy the Center is contingent upon the Center being City-owned property. If, at any time during the term of this Agreement, the Center should no longer be City-owned property or should become unsafe or unusable for any cause or if City terminates for any other reason, City shall have no obligation to provide other facilities. Service Provider further affirms and acknowledges that Service Provider has no relocation rights with respect to the Center or the Program if this Agreement is terminated for any reason.
- H. City may agree to make available to Service Provider, at City’s sole discretion, certain City-owned equipment and furnishings for Service Provider’s use in the conduct of the Program. An inventory of such City-owned equipment and furnishings in the Center as of the effective date of this Agreement is included in **Exhibit D**. Service Provider agrees to maintain all City equipment and furnishings applicable to this provision in good condition and safe working order, and to return same to City in the same condition as when received by Service Provider, reasonable wear and tear excepted. The use of City equipment for other purposes outside the scope of this agreement is not permissible. City to inventory equipment on an annual basis. Any damage or theft of equipment should be reported to the City in a timely manner.
- I. Service Provider shall have use of office space as indicated in **Exhibit E** and **Exhibit F** for the explicit purpose of delivering activities outlined in Exhibit A – Section 1. The City reserves the right to revisit space allocation within the facility at any time during this agreement. City to provide Service Provider 30-days written notice prior to reallocating space when feasible.
- J. Service Provider shall not commit, or suffer to be committed, any waste upon the Center, or any public or private nuisance.

SECTION 5. UTILITIES, MAINTENANCE AND JANITORIAL

- A. City will pay for gas, electricity, water, sewer, and garbage.

- B. City agrees to provide outside garbage and refuse containers at the Center for the deposit of refuse collection services.
- C. City shall be responsible for janitorial service and semi-annual deep clean services at the Center.
- D. Service Provider shall provide minor janitorial maintenance of the Center which includes, at a minimum, keeping workstations and shared areas clean, tidy and free of clutter and debris, cleaning up after Service Provider organized events/activities and spot cleaning as needed. Additionally, all walkways shall be kept free of debris and all potential hazards.
- E. Routine repairs that are the result of normal wear and tear on the facility shall be reported to 621-City or through the FresGo app, as appropriate.
- F. City shall be responsible for maintaining all landscaping at the Center and surrounding grounds.
- G. Service Provider shall make no alteration or change in any manner to the Center or the surrounding grounds, including electrical, gas or plumbing equipment or facilities. If Service Provider desires to alter, modify, change or relocate any utility, equipment, or facilities or of any part or portion of the Center, such action shall be subject to the prior approval of City and the costs thereof shall be borne by Service Provider.
- H. Service Provider has inspected the Center and agrees to occupy and deliver services at the Center in an "as-is" condition as of the date of this Agreement. Any maintenance or repairs required as a result of misuse or negligence of Service Provider (including Service Provider's agents, subcontractors, invitees, and employees) shall be corrected within thirty (30) calendar days by Service Provider. Service Provider may make arrangements for City to make necessary repairs at Service Provider's sole cost and expense. Failure to complete said repairs within the specified time period may be grounds for termination.
- I. The Service Provider shall hold the City harmless against claims if the City determines that it must temporarily shut down the Center to perform major system repairs.
- J. City shall be responsible for structural, equipment repair and other long term capital repairs of the Center, except to the extent such repair may be caused by the misconduct or negligent actions or omissions of Service Provider or Service Provider's invitees. Service Provider shall report all necessary facility maintenance and repairs to City in a timely manner. City shall conduct preventative maintenance in a manner consistent with the majority of other similar City community Center facilities. Enhanced maintenance requested by Service Provider above the City's minimum levels of service are subject to City's approval.
- K. No alterations or improvements, including capital improvements and installations of additional phone lines, T1 lines, electrical lines, security systems, or changing of locks and keys, shall be made to the Center without the City's prior written approval. If the City provides written approval, the

Service Provider shall be responsible for obtaining all City permits through the appropriate City of Fresno Department necessary for the construction of any alterations or improvements. Service Provider will be responsible for meeting all permit requirements at no cost to the City.

SECTION 6. REPORTING REQUIREMENTS

A detailed reporting template will be provided by the City.

A. Quarterly:

1. A location-specific program calendar shall be submitted to City and continuously posted for public display at the Center.
2. Submit a report regarding performance of each Program offered at the site, including:

Name of Program:			
Type of Reach (in-person, social media impressions, online, etc.):			
Reach Data	Month 1	Month 2	Month 3
Estimated number of unique individuals served for youth (<18).			
Estimated number of unique individuals served for adults (18-54).			
Estimated number of unique individuals served for seniors (55+).			
Community event names, dates and number of participants.			

B. Annually:

1. *A draft annual program plan for City’s approval.
2. *An organizational chart with a list of staff employees by title and work location.
3. *A list of volunteers.
4. *Names and addresses of current members of the Board of Directors.
5. *A CPA compiled annual financial report including sources of funding and any constraints on receivable or received funds.
6. Proof that services are still available, and quantitative reports of services provided during the preceding year.
7. *Proof of Insurance as set forth in **Exhibit B**.
8. *Proof of background clearances and mandated reporter training for staff and volunteers.
9. *TB Clearance - Service Provider expressly acknowledges and certifies that all employees or volunteers that shall come into contact with children have

submitted to an examination to determine that they are free of active tuberculosis, or has on file, such determination that is still current and not expired.

10. *COVID-19 Prevention Program Reopening Plan – Plan should include protocols for evaluations identifying COVID-19 hazards, screening for symptoms, exposures, risk reduction measures, physical distancing, face coverings, Personal Protective Equipment, hand sanitizer and hand washing, liability waivers, reporting and record keeping of COVID-19 cases, etc.
11. *Proof of food safety and food handling licenses and certificates
12. An annual report which includes:
 - a. Quantitative and qualitative examples of the core services provided, their reach, impact and partnerships.
 - b. Community event names, dates and number of participants.
 - c. Photos illustrating the work and services provided.

C. As Modified:

1. Provide the City with a list of volunteer and paid staff, as well as job descriptions of all volunteer and paid positions.
2. For all programs for which a fee will be charged, Service Provider must submit a detailed description of the program to the Director at least thirty (30) days prior to the initiation of the program.

D. As Required:

1. Staff shall attend meetings as required or requested by City or Director.

* **Note:** Asterisk designates items that are first due prior to Agreement commencement date.

EXHIBIT B
INSURANCE REQUIREMENTS
Service Agreement between City of Fresno (City)
and Reading and Beyond (Service Provider)
Mosqueda Community Services
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.
4. Professional Liability (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal or physical abuse, campus crime, sexual molestation and other sexual misconducts.

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:

- **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.

- **COMMERCIAL AUTOMOBILE LIABILITY:**

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

- **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.

5. **Professional Liability** (Abuse & Molestation):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

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.

4. 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 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.

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by SERVICE PROVIDER.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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 the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any 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 subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, SERVICE PROVIDER will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

Mosqueda Community 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:

705D4117E0BA450...

Signature

 7/1/2022

Date

 Luis Santana

Name

 Reading and Beyond

Company

Address

City, State, Zip

Additional page(s) attached.

**EXHIBIT D
Facility Inventory**

City of Fresno and Reading & Beyond Equipment as of 07/06/2022

City of Fresno:

Auditorium

- Brown chairs w/out handles: 134
- Brown chairs w/handles: 25
- Black chair rack: 11
- Grey chair rack: 1
- Pool table: 2
- Aluminum chairs: 133
- Chair rack for aluminum chairs: 2
- Brown 8' tables (nicer tables, described as "new"): 25
- Brown 8' tables (older, not as nice): 5
- JBL Subwoofer: 1
- JBL tower speakers: 2
- Whiteboard: 1
- Bingo Board: 1
- Large partition (that separates the room): 1
- Mirrors (on top of stage): 4 panels
- Bulletin board: 2
- Stage lights: 29
- Projector: 1
- Elevator lift on side of stage: 1

Auditorium Stage Office/SHM Program Storage

- 10x10 canopy: 1
- 2 drawer black filing cabinet: 1
- Office chair: 1
- Tailgate speaker & microphone: 1
- Black rolling cart: 1
- Desk: 1
- Green rack w/4 shelves: 1
- Dynex LCD Tv: 1
- White small folding table: 1
- Bingo ball case (located in Polynesian storage closet): 1
- Bingo ball selector/picker: 2
- Tech equipment closet
 - 0 wired mic
 - 1 wireless mic
 - 1 mic stand
 - 1 25' mic cable
 - 0 15' mic cable

Kitchen

- Warming table: 1
- Microwave: 1
- Refrigerator: 1
- Ice machine: 1
- Walk-in fridge: 1
- Bulletin board: 1
- Black rolling cart: 1
- Pots & pan stainless steel standing rack: 1
- Industrial stove top & 2 ovens
- Butcher block table: 1

Kitchen Storage (SHM program)

- TCL Roku TV w/cart: 1
- Stainless steel food cart: 1
- DVD player: 1
- Pool rack (not installed): 1
- Pool sticks: 8
- Pool equipment (triangles & balls)

Ceramic Room

- Mini refrigerator: 2
- Microwave: 1
- Brown 4 drawer filing cabinet: 1
- Kiln: 1
- Chairs: 18
- Metal industrial racks: 14
- Black rolling carts: 2
- Ceramic molds: 500+
- 1 large brown c-train (located outside in parking lot) – filled with ceramic molds
- 1 small brown c-train (located outside in parking lot) – filled with ceramic molds

Recreation Room

- Brown 8' tables ("newer"): 3
- Pool table: 1

Break Room

- Brown 8' table ("newer"): 2

Reading and Beyond:



MODULAR SOLUTIONS, INC.
 P.O. Box 210
 Anaheim Ca. 92801
 Phone: (714) 862-2005 Fax: (714) 862-1091

SALE AGREEMENT AND CONTRACT

Date: October 10, 2011 Document Number:
 By: Reading and Beyond 3070 F. Butler Ave. Fresno Ca. 93726
 Phone: (559) 480-0233 Fax: (559) 480-7629
 E-Mail: ls@readingandbeyond.org

ATTENTION: Luis Salazar - Executive Director

QUANTITY	DESCRIPTION	SALE PRICE/UNIT
(1)	24x40 Prefabricated DORM Buildings	\$54,400.00
	Sales Tax (7.075%)	\$3,860.00
	Delivery, Installation, permit, jobsite, on-site, clearing	\$11,600.00
(1)	Foundation	\$ 5,000.00
(2)	7 foot laminated beam columns, connections, disks and bolting	\$3,200.00
(2)	Support Brackets	\$ 1,470.00
(1)	Handing Ramp	\$ 2,470.00
(1)	Submersible Light Switches	\$ 500.00
	DOFF Fees	\$1,204.00
	Flashing	\$8,000.00
	TOTAL:	\$91,904.00

ACCEPTANCE: Upon signing this sales agreement the customer agrees to the terms of the contract and to the Customer Protection Plan document. When Modular Solutions Inc. is responsible for transportation and/or installation, the United States Transportation Institute for transportation and/or installation services shall also apply.

CUSTOMER: READING AND BEYOND MODULAR SOLUTIONS, INC.
 BY: [Signature] BY: [Signature]
 TITLE: EXECUTIVE DIRECTOR DATE: 10/10/2011

PAYMENT TERMS:
 Amount in full payable within 30 days of delivery to the customer.
 Modularity is provided by Reading and Beyond, Inc. P.O. Box 210, Anaheim Ca. 92801



40' C-Train



SALES CONTRACT

Modular Solutions, Inc. 10/10/2011

Customer: READING AND BEYOND Phone: (559) 480-0233
 Address: 3070 F. Butler Ave. City: FRESNO State: CA Zip: 93726
 Attention: LS

Product: 24x40 DORM BUILDING Price: \$91,904.00
 Payment Terms: NET 30

Accepted by customer on this date: 10/10/2011
 Accepted by Modular Solutions, Inc. on this date: 10/10/2011



20' C-Train

Invoice

Invoice No.	7162215		
Issue Date	08/20/15		
Customer	Prostate And Spinal 4071 S. Harbor Pasadena, CA 91103		
Item	Qty	Unit Price	Amount
20' Container Box - Used for sale	1	2,500.00	2,500.00
Specialty Container - Storage 20'	1	1,000.00	1,000.00
Door 1 - Locking Storage	1	80.00	80.00
Total			\$3,580.00
Payments/Credits			0.00
Balance Due			\$3,580.00



Stainless Steel Refrigerator



Two pages of technical specifications and warranty information for the refrigerator, including a detailed table of features and options.

True CABINET SERIAL NUMBER **7162215** **MADE IN USA SINCE 1967**

MODEL: **TS-49** APPROX WEIGHT: **NEK62122**

DESIGN PRESSURE: 2000 (INCH) CHANGE REFILLER PART: **R134A**

INSUL THICK: 312 (215.0) INSUL SIDE: 148 (90.0) CHANGE REFILLER PART: **R134A**

HP	VOLTAGE	PH	FL AMPS
1/2	115	60	9.1

THIS UNIT LISTED UNDER N.E.T. NO. 7

U.S. PATENT HUBBARD:
5,893,234; 4,921,807; 4,921,808;
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ENERGY STAR

Washer/Dryer Combo



K.A.B. Preschool
100121 10/10/11

Print Label Close

Thanks for your order #820318353

Fast with US Mail ending in 3487
 A confirmation email will be sent to sears@madisonjacobson.org

Send us the receipt on labels, shipping, and packaging.

Next Step for Delivery

1 We will call you the week before your delivery date to confirm your 2-hour delivery window. The email we have on file is sears@madisonjacobson.org . The number we have on file is 402008005.	Merchandise Estimated	\$1100.00
	Product Option Fees	\$400.00
	Delivery Charge	\$114.00
	Pre-req. Material	\$175.00
	Tax	\$100.00
	Total	\$1889.00

Default Store:
 4075 E BUTLER AVE
 FRESNO, CA 93702

Scheduled Delivery Date: May 27 (12:00 pm - 5:00 pm)

1 988 8753612 2T, 30cm, 30cm, 2.8 cu. ft. Electric, 1.6 cu. ft. Capacity, White	\$121.00
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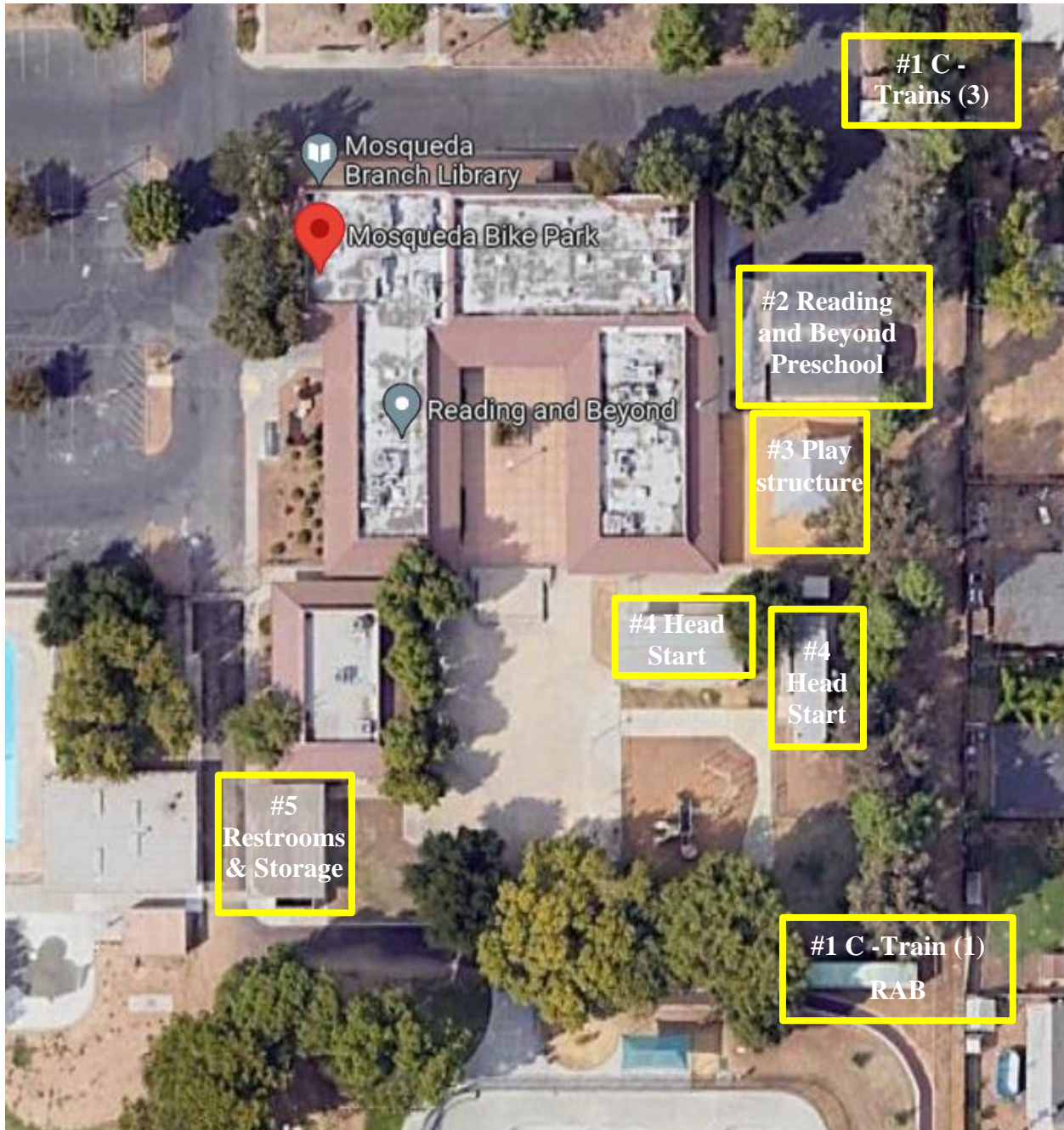
Subtotal (Items: 1) \$121.00	Qty: 1
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1 2-Door, 2.7 cu. ft. Dryer, 30cm, 1.6 cu. ft. Capacity, White	\$100.00
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EXHIBIT E

Site Map

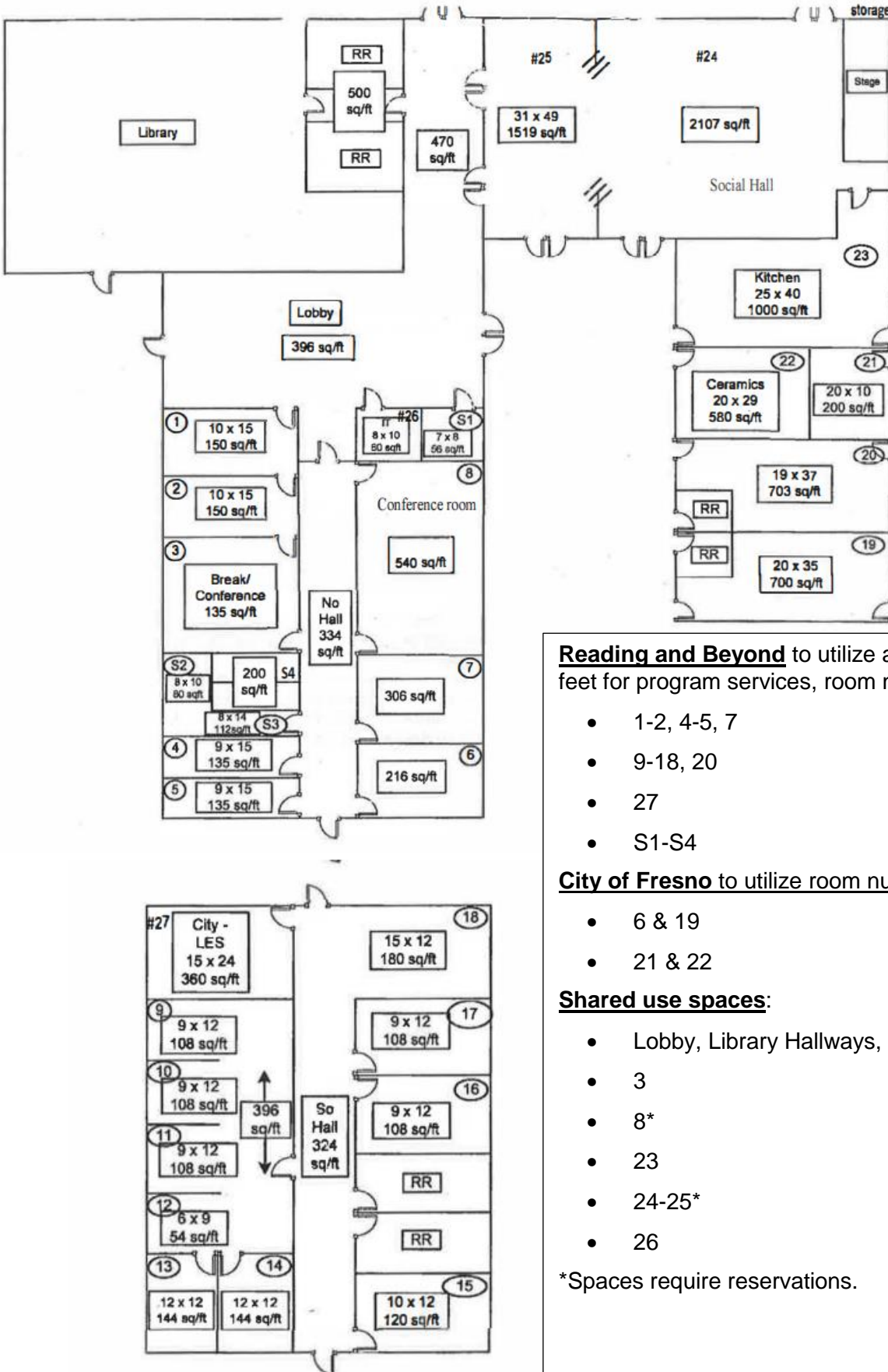


Reading and Beyond currently utilizes and owns two of four C-trains, one on the northeast corner of the property (#1), and one on the southeast corner of the property (#6), space within the community center as identified **Exhibit F**, two buildings for preschool operations (#2) and the play structure directly south of the preschool buildings (#3). The play structure is shared use with Head Start program.

The Head Start Buildings (#4) are used and operated by Fresno EOC.

The City of Fresno utilizes two C-trains for storage (#1) and the storage rooms located on the west side of the exterior restrooms (#5) as well as office space as identified in **Exhibit F**.

EXHIBIT F Community Center Floor Plan



Reading and Beyond to utilize approximately 3,569 square feet for program services, room numbers:

- 1-2, 4-5, 7
- 9-18, 20
- 27
- S1-S4

City of Fresno to utilize room numbers:

- 6 & 19
- 21 & 22

Shared use spaces:

- Lobby, Library Hallways, Restrooms, Breakrooms
- 3
- 8*
- 23
- 24-25*
- 26

*Spaces require reservations.