

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (Amendment) entered into effective upon execution by both parties (the Effective Date), amends the Service Agreement (Agreement) between the CITY OF FRESNO (the City), and MARJAREE MASON CENTER (Service Provider), entered into on July 1, 2023, to provide funding to operate the homeless family emergency shelter and professional triage center support services at The Marjaree Mason Center located 1600 M Street (Fresno Safe House).

RECITALS

- A. Pursuant to the Agreement, the City provided funding to the Service Provider for homeless family emergency shelter and professional triage center support services at the Fresno Safe House funded through the HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) program for a total fee of \$110,167.00.
- B. The initial term of the Agreement is effective through June 30, 2024, for a total fee amount of \$110,167.00.
- C. The City and Service Provider desire to extend the term of the Agreement to June 30, 2025, and to increase funding by \$113,472.00 using HHAP program funds for a total award of \$223,639.00.

AGREEMENT

NOW, THEREFORE, 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, the parties agree that the Agreement shall be amended as follows:

- 1. The term of the Agreement is extended up to and including June 30, 2025.
- 2. The Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be increased by \$113,472.00 and shall be paid using HHAP funds for a total fee of \$223,639.00.
- 3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment 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 Amendment, shall be null and void.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on July 1, 2023, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

MARJAREE MASON CENTER,
a California non-profit organization

By: _____
Georgeanne A. White Date
City Manager

By: _____
DocuSigned by:
Nicole Linder
CB7C0E2146004C9...

Name: _____ Nicole Linder

Title: _____ Executive Director
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
DocuSigned by:
Tricia Herrera 4/16/2024
6D03E4AD28E0466...
Tricia Herrera Date
Deputy City Attorney

By: _____
DocuSigned by:
Marcus Martin
49990DF07F2C47D...

Name: _____ Marcus Martin

Title: _____ Director of Financial
(If corporation or LLC., CFO., Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Agreement with Marjaree Mason Center

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT is made and entered into, effective on July 1, 2023, by and between the CITY OF FRESNO, a California municipal corporation (City), and Marjaree Mason Center, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain professional homeless family emergency shelter services at The Marjaree Mason Center located at 1600 M Street (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing homeless family emergency shelter services. The agreement will be to operate 12 shelter beds 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 Planning Development Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2024, subject to any earlier termination in accordance with this Agreement. The Parties may extend this Agreement for up to one year, subject to a written agreement approved by the City Council. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$110,167.00, paid on the basis of the rates set forth herein or in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.
 - (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business.

City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

- (c) Service Provider agrees to render actual monthly income and expense reports relating to the management and operation of the Property in Service Provider's standard format approved by City on the fifteenth (15th) calendar day after the expiration of each calendar month, and an annual income and expense report in Service Provider's standard format approved of by City, within forty-five (45) days after the expiration of each calendar year. At City's election (to be exercised by prior written notice to Service Provider), Service Provider shall deliver, concurrently with the delivery of each monthly income and expense report, copies of checks evidencing payments and collections and supporting invoices, internal allocations, and other back-up data as may be reasonably requested for the expenses and disbursements shown on the previous month's income expense report.
- (d) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment

by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

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

- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
- 7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and costs to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Service Provider, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

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

- (b) If at any time during the life of the Agreement or any extension, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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 seven years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
 - (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:
- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical

disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax

withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

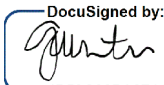
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.


[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.

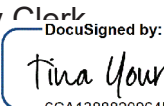
CITY OF FRESNO,
a California municipal corporation

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

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
By:  6/7/2023
C20B3D38494F4C1...
Tracy N. Parvanian Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC

City Clerk
By:  7/11/2023
6CA1388820964E3...
Date
Deputy

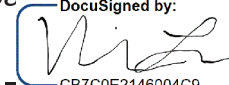
Addresses:

CITY:
City of Fresno
Attention: Joe Pasillas, Housing and
Neighborhood Revitalization Manager
2600 Fresno Street, CH3N
Fresno, CA 93721
Phone: (559) 621-8053
FAX: (559) [#]

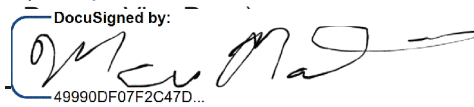
Attachments:

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

MARJAREE MASON CENTER,
A California non-profit corporation

By: 
CB7C0E2146004C9...
Name: Nicole Linder

Title: Executive Director
(If corporation or LLC., Board Chair,

By: 
49990DF07F2C47D...
Name: Marcus Martin

Title: Director of Finance
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Service Provider:
Marjaree Mason Center, Inc
Attention: Nicole Linder
Address: 1600 M Street Fresno CA
93721
Phone: 559-237-4706

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Marjaree Mason Center**

PROGRAM DESCRIPTION

Marjaree Mason Center is proposing to set aside two rooms including 12 beds in the Fresno Safe House to provide emergency shelter and critical support services to survivors of domestic violence. Services will be provided by two Residential Advocates who will be assigned to this project and are stationed in the safe house and available to provide 24/7 support. Clients are provided with caring and sensitive support from the moment they make contact with the agency up to the point when they attain a safe exit from the Triage Center. This approach to supporting survivors of domestic violence is essential in their road to recovery and provides vital support while they transition from homelessness to stability. The proposed program design detailed below explains the process, eligibility and prioritization. The Marjaree Mason Center currently operates the emergency shelter and all the staff necessary to provide Triage services, therefore, there is no start-up time required to carry out the requested services.

TARGET POPULATIONS

Below are eligibility criteria for program services through the Marjaree Mason Center:

- Anyone fleeing domestic violence
- Victim who is homeless and/or at risk of homelessness, without alternative living resources (known as fleeing domestic violence).
- Abuser is a current or ex-intimate partner (include same sex partner).

The Marjaree Mason Center's public administrative building, located at 1600 M Street, is an access point for homeless individuals and families. Individuals and families are often transported to the administration building by law enforcement, dropped off by family or friends or walk in on their own. Referrals from the Fresno Madera Continuum of Care (FMCoC) will also be accepted for assessment. In many cases men, women and children arrive at the Center with little more than the clothes on their backs. Marjaree Mason Center's Team is available 24 hours a day, 7 days a week to assist clients, facilitate assessments and provide information and referrals for services. MMC practices a "no wrong door" approach to offering services to ensure that everyone who comes to the agency is provided with services that meet their specific needs whether they are fleeing domestic violence or not.

Upon arriving at the administrative office, clients are escorted to a comfortable, confidential, and quiet room. Within a couple of minutes, a Crisis Response Team member meets with clients and administers an assessment to determine their level of safety, eligibility for services and prioritization. During the assessment, the client and advocate talk through what brought them to the Center and their current situation. Crisis

Response Team Members keep the conversation from feeling like an integration, and rather use a supportive tone of voice. If domestic violence is present, the Crisis Response Team Member asks questions to assess severity and immediate safety needs. These needs vary. Some clients will need safe housing and a restraining order due to ongoing threats and fear and others may need new locks on their house doors and referrals to services. Identifying needs can help advocates make the most appropriate referrals. In addition to the assessment, a domestic violence lethality assessment and Homeless Management Information System (HMIS) application to assess risk and prioritization for homelessness and homicide or severe re-assault. If a client is eligible for program services, they will be referred and transported to our shelter and will complete a VI-SPDAT with a Residential Client Service Advocate within 24 hours of entry.

Due to re-traumatization, the Crisis Response Teamwork from a client center approach – taking a non-authoritative approach, allowing clients to lead the discussion, and offering numerous breaks to decompress. On average, crisis assessments take approximately an hour and a half to complete. By the end of the assessment, clients – whether they are fleeing domestic violence or not – will receive information and recommendations for appropriate services and referrals to meet their immediate needs. For those who are not fleeing domestic violence, a Crisis Response Team Member will complete a homeless verification form with the client and connect them to the most appropriate local agencies. With proper releases, Marjaree Mason Center's Crisis Response Team can personally connect the client over the phone or in-person to these agencies to ensure they receive the best care.

COORDINATION OF SERVICES

All triage and shelter services will be offered at Marjaree Mason Center's 137-bed safe house. In order to protect client safety and confidentiality, the location of the safe house cannot be shared. By California State law, it is a misdemeanor to reveal the location of a domestic violence shelter. The facility used as a triage center is a permanent structure – affixed to the ground and will remain on the land for the foreseeable future. The facility is 10,000+ square feet. The Marjaree Mason Center has control of the building for use as triage shelter. The facility is within walking distance to bus stops, which can quickly transport clients throughout Fresno. Clients are also offered bus passes/bus tokens for public transportation as needed. There are no necessary facility improvements to complete prior to the start of services. Clients have access to a wide variety of services offered within the agency. However, when a client has needs that lie outside of MMC's scope of work, MMC staff work closely with local agencies to provide a warm hand off for additional support services. This includes obtaining appropriate confidentiality releases, providing supporting information and documentation to the referred to agency and remaining connected to clients while they engage in additional services.

DATA COLLECTION

The program will be a CES Access Site, creating an opportunity for each person accessing shelter to be entered into CES through the administration of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

- Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

TRIAGE CENTER

Marjaree Mason Center will provide 24-hour emergency shelter services to adults experiencing homelessness, as well as their partners and pets, with low-barrier access to individual accommodations with on-site, housing-focused services including diversion, housing placement, connection to community resources, and stabilization of health issues.

PROGRAM SERVICES AND DESIGN

Marjaree Mason Center will utilize a housing first approach to emergency shelter and providing services to guests. If a family fleeing domestic violence is identified as eligible for supportive housing services, they will be referred and transported to one of Marjaree Mason centers shelters, where they complete a VI=SPDAT with a Residential Client Service Advocate within 24 hours of entry. 12 shelter beds will be provided for those in need of emergency shelter.

Immediately upon entering triage services, a client is connected with a case manager. The first case management session occurs within 72 hours of entry to program. Case management consists of five parts: assessment, treatment, planning, linking, advocacy, and monitoring. During the first case management meeting, client needs and barriers to safety and housing are assessed. A case plan with short-and long-term goals is developed – with safe permanent housing being the goal for families. With proper releases, the case manager makes appropriate Marjaree Mason Center and other local referrals. This would include counseling, legal assistance, job training, employment search, health care, etc. Case management sessions occur weekly. Every 30 days, the case plan is re-evaluated and modified by the client and case manager to promote success and progress towards a safe program exit. As the client approaches the maximum length of stay (90 days), the case manager will discuss potential “next steps” to attain a safe exit with the client. With proper releases from the client, the case manager will make referrals and connections on behalf of the client (i.e. housing providers, job

training, education, etc.). The case manager will also work with FMCoC Coordinated Entry System to identify available housing and service options for individuals and families.

LOW-BARRIER HOUSING

Marjaree Mason Center's services are delivered using a client-centered approach that places client safety as the core focus of client case plans. Services do adhere to low-barrier shelter principles. If there are safety concerns, modifications are made to ensure that the agency provides the best services to victims fleeing domestic violence. The following is a list of policies and procedures that MMC currently uses to adhere to low-barrier best practices:

- **Pets:** The Marjaree Mason Center does not have the capacity to board client's pets on-site. Instead, we utilize alternative pet boarding options to maintain low-barrier standards; this includes collaborating with local pet service providers such as SHARP, who can provide shelter for pets while clients reside in MMC's Safe House. The SHARP Network is a program of Central California Animal Disaster Team, which is a collaboration between domestic violence shelters, law enforcement agencies, animal welfare organizations and veterinarians to assist domestic violence clients with temporary housing options and care for their companion. The purpose of these partnerships is to encourage and support domestic violence survivors to leave their abusive relationship, take their pets with them, and obtain help.
- **Possessions:** Many of our clients leave an abusive relationship with little to no more than the clothes on their back. However, the Marjaree Mason Center understands that some clients will bring possessions that they are emotionally attached to or need (i.e., ADA accessible items, medical items, photo albums or family heirlooms, or other personal possessions). Each client is provided with a personal room key to keep all belongings safe. Upon exiting a housing program, personal possessions can be held for up to 72 hours and with appropriate arrangements made, can be held longer than 72 hours (case-by-case basis).
- **Partners:** Due to the nature of intimate partner violence, the Marjaree Mason Center will not simultaneously house survivors and their abusive partner at the same location. However, in the event there is a current non-abusive partner that is at risk, MMC can make exceptions to shelter partners together on a case-by-case basis. The Marjaree Mason Center will connect the survivor's abusive partner to other services or community resources to promote safety and support, as needed.
- **Absences:** Upon entering any safe housing program, clients provide advocates with an authorized emergency contact person in the event they do not return as scheduled; however, they may choose not to provide an authorized emergency contact. Clients may be absent for a maximum of 72 hours without contact and still retain their spot. Clients are encouraged to contact Marjaree Mason Center if they plan to be gone for more than 24 hours. This is purely for safety reasons! If no contact is made with Marjaree Mason Center, advocates will try to call the client or may need to make contact with the authorized emergency contact. If a client is

absent for more than 72 hours without contact, they can still reach out to their case manager to be readmitted in the program.

- Mental Health: A client's mental health status does not determine eligibility in programs. In rare situations, if a client has mental health issues that could become dangerous to themselves or others, additional steps are taken to ensure the safety of the client and others. Additional steps can include additional referrals to local mental health service providers. If the client discusses mental health issues with their case manager, they will talk through possible alternatives for treatment. All decisions are made by the client.
- Substance Use: Failing a drug test does not exclude a client from being eligible for programs. In rare situations, if a client's substance use issues demonstrate they are a possible danger to themselves or others, alternative steps are taken to ensure the safety of the client and others. If the client discusses substance use with their case manager, they will talk through possible alternatives for treatment. All decisions are made by the client. Clients are not permitted to use or bring illicit substances in the Safe House; should an incident occur, MMC works directly with the client to resolve the issue; this can include a remedial measures plan. In rare circumstances, clients may be removed from the premises.
- Children: MMC allows males and female dependents of adults. There is no age limit for dependents. There have been cases of adult dependents (living with the head of household) receiving shelter because the safety of the entire family is threatened. Each family has their own room with a personal key so they do not need to share personal space with others.
- LGBTQ+: MMC offers safe housing services to everyone regardless of gender or sexual orientation. Men, women, trans-men, trans-women and gender non-conforming are housed in the same facility yet have a room to themselves. Clients are not expected to participate in services to maintain eligibility in the program.

Case Managers let clients know of all available services at the Marjaree Mason Center as well as services at other local agencies that may fit an individual or family's needs. Clients are encouraged to utilize services that they feel they will benefit from – however, they are not forced or mandated to participate.

All guests will receive the program safety guidelines upon entry and a staff member will go over all policies with them and answer any questions. All reasonable efforts will be made to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Use of harm reduction strategies configured shelter space to accommodate households with different service needs, and provide staff training on serving people using substances and/or with mental illness. People exhibiting behaviors that pose a serious danger to themselves or others may not be admitted.

Shelter will be provided regardless of sexual orientation, marital status, or gender identification. The program will be low barrier with no requirements regarding income, sobriety, or compliance with mental health treatment, and minimal rules in place, with the majority of the rules pertaining to safety and security of guests. Guests may be absent for a maximum of seventy-two (72) hours without contact and still retain their spot.

Guests will be registered and agree to the services provided. Staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff. Self-referrals will be accepted, FMCoC CES referrals and where appropriate, Law Enforcement referrals. Clients referred to Marjaree Mason Center by FMCoC CES will be accepted if vacancies are available.

Marjaree Mason Center will meet all of the minimum requirements for a Coordinated Entry assessment site, including:

1. Having at least one (1) staff trained authorized to both use HMIS or comparable database as required of State funding and conduct the assessment;
2. Adhering to CES policies and procedures for conducting assessments and communicating about coordinated entry; and
3. Providing referrals to other community services and resources, as appropriate, upon completion of the standardized assessment.

Marjaree Mason Center will be staffed 24 hours a day, 7 days a week and will maintain a minimum staffing ratio of 1 staff to 20 guests for daytime hours.

Marjaree Mason Center will provide the following services:

1. Emergency Shelter: Marjaree Mason Center will operate 12 emergency shelter beds at a single location for anyone fleeing domestic violence experiencing homelessness in City of Fresno. Basic shelter services provided include meals. The target length of stay will be 90 days, however, due to the housing shortages in the community, Marajaree Mason Center may approve an extension up to 120 days with written notification to the City within seven (7) days of extension approval.
2. Case Management: Marjaree Mason Center will provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. Housing Search and Placement: Marjaree Mason Center will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing.
4. Diversion Pre-Screening: Marjaree Mason Center will assess all people who are present for homeless services at Marjaree Mason Center for potential Diversion services.
5. Stabilizing Health Intervention: Marjaree Mason Center will provide services for stabilization of client health issues, including substance use and mental health disorders.

STAFFING

All staff have completed California Certified 40-hour Domestic Violence Counselor Training, as well as various supplemental agency staff trainings and community trainings to enhance service delivery and cultural responsiveness, including Trauma Informed Care training. The Marjaree Mason Center housing program staff have also attended Homeless Management Information System (HMIS) and Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) trainings. Select housing managers are also active in the Fresno/Madera Continuum of Care Coordinated Entry System (CES) committee. In the event that we need to add additional staff, MMC has cross-trained direct services staff so that gaps can be filled as needed.

MARJAREE MASON CENTER staffing as follows:

2 FTE Residential Client Services Advocate

PERSONNEL DETAIL

2 FTE Residential Client Services Advocate. The Residential Team Member will address client needs at the Emergency Shelter; assessing clients for entrance into the Emergency shelter; assisting clients in adherence to program guidelines; providing peer counseling; working with clients to ensure a safe, secure, healthy shelter environment.

MARJAREE MASON CENTER will be staffed 24-hours a day and guests will not be required to leave the facility for any portion of the day.

REFERRAL AND ASSESSMENT

Referrals will come from self-referrals, the Coordinated Entry System (CES), Fresno Madera Continuum of Care (FMCoD), or law enforcement, with priority given to CES referrals. In the event the number of referrals exceeds the number of available beds, every effort will be made to transport those that cannot be accommodated to another funded triage center or emergency shelter in the community. If there are no other triage center or emergency shelter beds available, referrals will be prioritized similarly to the criteria used by CES. If available, VI-SPDAT score, length of homelessness and any medical condition or equipment requiring immediate access to shelter will all be considered to determine how to prioritize referrals if there are not enough available beds. Anyone who cannot be accommodated will be encouraged to follow up the following day so that it can be determined if Marjaree Mason Center or another community program can provide shelter.

Marjaree Mason Center will assess each referral for eligibility upon arrival. The following criteria will be used to determine eligibility for client entry:

- All guests must meet the HUD definition of literal homelessness by most recently residing in a place not meant for human habitation.
- All guests will receive a pre-screening for diversion services to determine if diversion is a more appropriate intervention. Anyone deemed eligible for diversion services will be immediately referred to the funded Diversion Services provider.

- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Marjaree Mason Center staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Marjaree Mason Center.
- Each guest will be allowed one pet, which will be either housed in a kennel on the property or with them in their room, depending on guest composition at the time. There will be adequate space to accommodate pets either outside or within the facility.

PERFORMANCE GOALS/OUTCOMES

Marjaree Mason Center is proposing to prevent the harmful effects of homelessness for families fleeing domestic violence by: (1) Identifying safety needs and providing immediate, confidential shelter families fleeing domestic violence, and (2) providing essential supportive services to families affected by domestic violence so they can move towards securing stability and permanent housing. Funding awarded through this program will support two rooms located in Marjaree Mason Center's Fresno Safe house which will be allocated/designated for this proposed program. 10 families (including 25 adults and children) fleeing domestic violence will be provided crisis support/assessment/coordination, emergency shelter, and supportive services. The following include the proposed outcomes for services through this program during the funding period:

- 10 families will complete crisis assessment to access housing and supportive service needs.
- 80% of adults and children will be connected to a safe exit from the program (i.e., rental with or without subsidy, permanent shared living arrangement with family or friends, bridge or transitional housing, or other emergency shelter housing programs, drug treatment facility, or psychiatric treatment facility, etc).
- 12 individuals (6 Adults and 6 Children) will exit the project to permanent housing.
- 7 Adults and children will be referred to local Bridge housing services.
- 75% of families will self-report (in exit surveys) that project services met their needs, staff treated them with dignity and respect, and they know more way to plan for their safety/access community resources.
- 90% bed occupancy rate; 10 % bed availability rate
- Within 90 days of entry, clients will become permanently housed or attain a safe exit.

Marjaree Mason Center collects client data using the agency's secure database Apricot Social Solutions. Once connected to MMC, each client is assigned a unique profile in Apricot where a variety of information is collected including (but not limited to): demographics, service utilization, referrals, assessments and program participation. Staff

members collect data using iPads and update client profiles daily. Reports can be easily generated in real time.

In order to ensure contract compliance and monitor agency programs, MMC's Data Analyst routinely pulls and analyzes reports which are disseminated to leaders monthly for review. The reports are then used to determine program successes and identify any gaps that may be present. If gaps are identified, additional information is collected, and programmatic adjustments can be made. Upon exiting the Fresno Safe House program, clients have the opportunity to complete surveys evaluating the services they or their family received. These surveys are regularly reviewed by MMC's leadership team and are used to measure program effectiveness, make informed programming decisions, and improve project management.

OTHER REQUIREMENTS

REPORTING

- MARJAREE MASON CENTER will provide a client census, including unique client ID, client demographic data, date of program entry and exit, and exit destinations on a monthly basis.
- MARJAREE MASON CENTER will provide a cumulative program performance report on a quarterly basis, beginning October 1, 2023.
- MARJAREE MASON CENTER will provide a bi-annual report on client housing stability, reflecting whether clients that exited to permanent housing remain housed after 6 months. Data may be drawn from HMIS or collected from the clients directly.

MEETINGS

Service Provider shall meet with City not less than quarterly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

BUDGET DETAILS

Marjaree Mason Center Family Services Budget Summary:

100. Salaries	\$83,062.00
150. Payroll Taxes	\$ 6,354.00
200. Benefits	\$ 8,020.00
400. Insurance	\$ 3,322.00
450. Communication	\$ 672.00
550. Equipment	\$ 360.00
650. Program Supplies	\$ 200.00
850. Utilities	\$ 1,740.00
900. Maintenance	\$ 1,200.00
1100. Indirect Costs	\$ 5,237.00
Grand Total	\$ 110,167.00

A. Salaries (100)

Residential Client Services Advocate: 2 FTE @ \$3,460.92/month x 12 months = \$83,062

The Residential Team Member will address client needs at the Emergency Shelter; assessing clients for entrance into the Emergency Shelter; assisting clients in adherence to program guidelines; providing peer counseling; working with clients to ensure a safe, secure, healthy shelter environment.

Total Salaries: \$83,062

B: Payroll Taxes (150) - 7.65% x \$83,062 = \$6,354

C: Health Insurance (200) – 9.655% x \$83,032 = \$8,020

Total Salaries and Benefits: \$97,436

D. Insurance (0400) – Workers' compensation Insurance (\$83,062 x 4%) \$3,322

E. Communication (0450) \$672

Partial monthly telephone and internet expenses (\$56/month x 12 months)

F. Equipment (0550) – Partial Costs of Copiers and Printer Leases for Fresno Shelter. (\$30/month x 12 months) \$360

H. Program Supplies (0650)

Program supplies include cleaning supplies, paper goods, laundry supplies, bedding and personal care items used at the Emergency Safe House.

\$16.67/month x 12 months. **\$200**

I. Utilities (0850)

Monthly utility charges including electricity, gas, water. \$145/month x 12 months **\$ 1,740**

J. Maintenance (0900)

Minor repairs and maintenance of shelter. \$100/month x 12 months **\$1,200**

K. Indirect Costs (1100)

Include personnel expenses that do not work directly with clients on a consistent basis.

\$436.42/month x 12 months (5% of direct costs) \$5,237

EXHIBIT B

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and TURING POINT OF CENTRAL CALIFORNIA (Service Provider)**

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 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).
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:

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

- (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 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 operations by use of ISO Form CG 20 10 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
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 & Molestration) 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
MARJAREE MASON CENTER

		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: _____

Additional page(s) attached.

Nicole Linder

Signature

6/7/2023

Date

Nicole Linder

Name

Marjaree Mason Center

Company

1600 M Street

Address

Fresno, CA 93721

City, State, Zip