

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FRESNO AND ACTS FOUNDATION (CBO)

This Memorandum of Understanding (hereinafter referred to as "MOU") is made between the City of Fresno (hereinafter referred to as "City") and *Acts Foundation-Mint Thrift Store* a community-based organization (hereinafter referred to as "CBO"). This collaboration supports improved services to vulnerable populations in case of an activation of a City Warming Center during the FY 2024. The City recognizes this agency's ability and expertise to serve vulnerable populations in the case of a cold weather event/emergency.

I. Definition of Activation:

By resolution of the Fresno City Council, September 29, 2022, "Warming Centers shall be activated anytime the temperature is forecasted to drop below 35 degrees."

ii. Intent of Agreement

This MOU is to identify the services that will be provided by the CBO to include a facility in a City location in the northwest portion of City of Fresno and that the City of Fresno will provide the related support to activate and operate the Warming Centers, including staffing, custodial, equipment, and community communications.

III. Overview of Services

A. 1. Services provided by CBO-Pre-Activation

- a) CBO will provide the City with its emergency contact information. This should be the name of an individual or individuals who can be reached 24 hours a day/seven days a week.
- b) CBO will provide access to the site at 4798 N. Marty Ave, Fresno, CA 93711 to City personnel for planning purposes, by appointment.
- c) CBO may also be asked to participate in non-mandatory drills or exercises.

2. Services provided by CBO during an Activation:

- a) CBO will provide access to and the use of the Mint Thrift Store at 4798 North Marty Ave, Fresno, CA 93711 as a Warming Center as activated by the City of Fresno.

3. Post-Activation:

- a) CBO will participate in post-event evaluations.

B. 1. Services provided by City of Fresno- Pre-Activation:

- a) Monitoring of the nightly low temperature and notification 72- hours before activation of low nightly temperature below 35 degrees.
- b) Staging of needed Warming Center equipment such as cots and blankets at the location in preparation for activation.
- c) Provide a safety evacuation plan to be used during Warming Center operation (see attachment 1).

- d) Provide the Operational Statement for the Warming Center (see attachment 2).
- e) Provide CBO with updates throughout the entire duration of the cold weather event/season ensuring accurate and timely information is available to the CBO and to vulnerable populations.
- f) Staffing plan and staff available to be activated for Warming Center as needed.
- g) Communication to the general public of activation per criteria as set forth in the resolution of September 29, 2022.

2. Services provided by City of Fresno during Activation:

- b) Management of staffing to provide supervision, meals, and safety during the hours of operation at the Warming Center.
- c) Management of set up and closing of Warming Center as well as custodial during hours of operation. Staff will set up at 6:00pm, open the Warming Center at 7:00pm to 7:00am and clean and reset facility from 7:00am to 8:00am.
- d) Provide equipment such as cots and blankets during activation.

3. Post-Activation:

- a) The City will provide the CBO with post activation evaluation opportunities in order to assess areas for improvement in the City system.

iv. Mutual Hold Harmless:

It is agreed that the City shall defend, save harmless, and indemnify the CBO, its officers, agents, and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU, and which result from the negligent acts or omissions of the City, its officers, agents or/and employees.

It is further agreed that the CBO shall defend, save harmless and indemnify the City, its officers, agents, and employees, from any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU, and which result from the negligent acts or omissions of the CBO, its officers, agents and/or employees.

In the event of concurrent negligence of the City, its officers, agents, or employees and the CBO, its officers, agents, or employees, then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU shall be apportioned under the California theory of comparative negligence as established presently, or as may be hereafter modified.

V. Financial Implications

There are no financial provisions associated with this MOU.

If the activation is or becomes covered by a Governor's or Presidential declaration of major disaster, the CBO will collect and itemize all expenses related to its support of the City under this MOU. These expenses may include staff overtime or other contract service expenses, and expenses associated with supplies. CBO will submit its expenses as part of the City's overall request for State or Federal reimbursement under applicable disaster assistance programs.

City cannot guarantee that the CBO emergency-related expenses during a Governor's or Presidential declaration of major disaster, will be reimbursed, but City will make reasonable efforts to assist the CBO in obtaining reimbursement.

Reimbursement can be applied for and may be granted by the agency with jurisdiction per the level of declaration. Emergency declarations may be declared on a City or County level, a State level, and a National level, depending on the type of emergency and if local resources are overwhelmed. If the local resources are overwhelmed by the needs of the served community, the Executive Branch will request assistance from the next level of response. For example, a Mayor may request from the County Office of Emergency Services (OES), or a County may request assistance from the State OES and finally a governor can request for assistance from the President (FEMA). At each level, if the request is granted, funds (staffing and equipment for operations, recovery or reimbursement) may be granted and provided by the responding agency. And depending on the needs of the community, the agency may assist in the operations.

VI. Revision/Revocation of Understanding

This Memorandum of Understanding can be modified or revoked with thirty days' written notice by either party and will be reviewed annually and updated to ensure if the MOU is necessary.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this MOU to be executed below at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

ACTS FOUNDATION-MINT THRIFT STORE,
A Community Based Organization

By: _____
Georgeanne A. White,
City Manager

DocuSigned by:
By: Kevin Foster 2/13/2024
97566CC59BBD475...
Name: Kevin Foster

APPROVED AS TO FORM:
ANDREW JANZ

Title: Lead Pastor

City Attorney
DocuSigned by:
By: Brandon Collet 2/13/2024
1CF5444CAA64DB... Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Kathleen Henry, Program
Administrator, Emergency Preparedness
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8000
E-mail: Kathleen.Henry@fresno.gov

CONSULTANT:
ACTS Foundation-Mint Thrift Store
Attention: Kevin Foster, Pastor, Acts
Foundation
4798 N. Marty, Fresno, CA 93711
Phone: (559) 999-5329
E-mail: Kevin@mylifebridge.org

Attachments:

- 1. Exhibit A – Emergency Evacuation Plan
- 2. Exhibit B – Operational Statement

EMERGENCY EVACUATION PLAN

In the event of a fire or other emergency:

Pull the fire alarm.

Call 911

Assist all visitors in evacuation of the building.

Exit the building using the nearest safe exit.

Proceed to the assembly area in the parking lot.

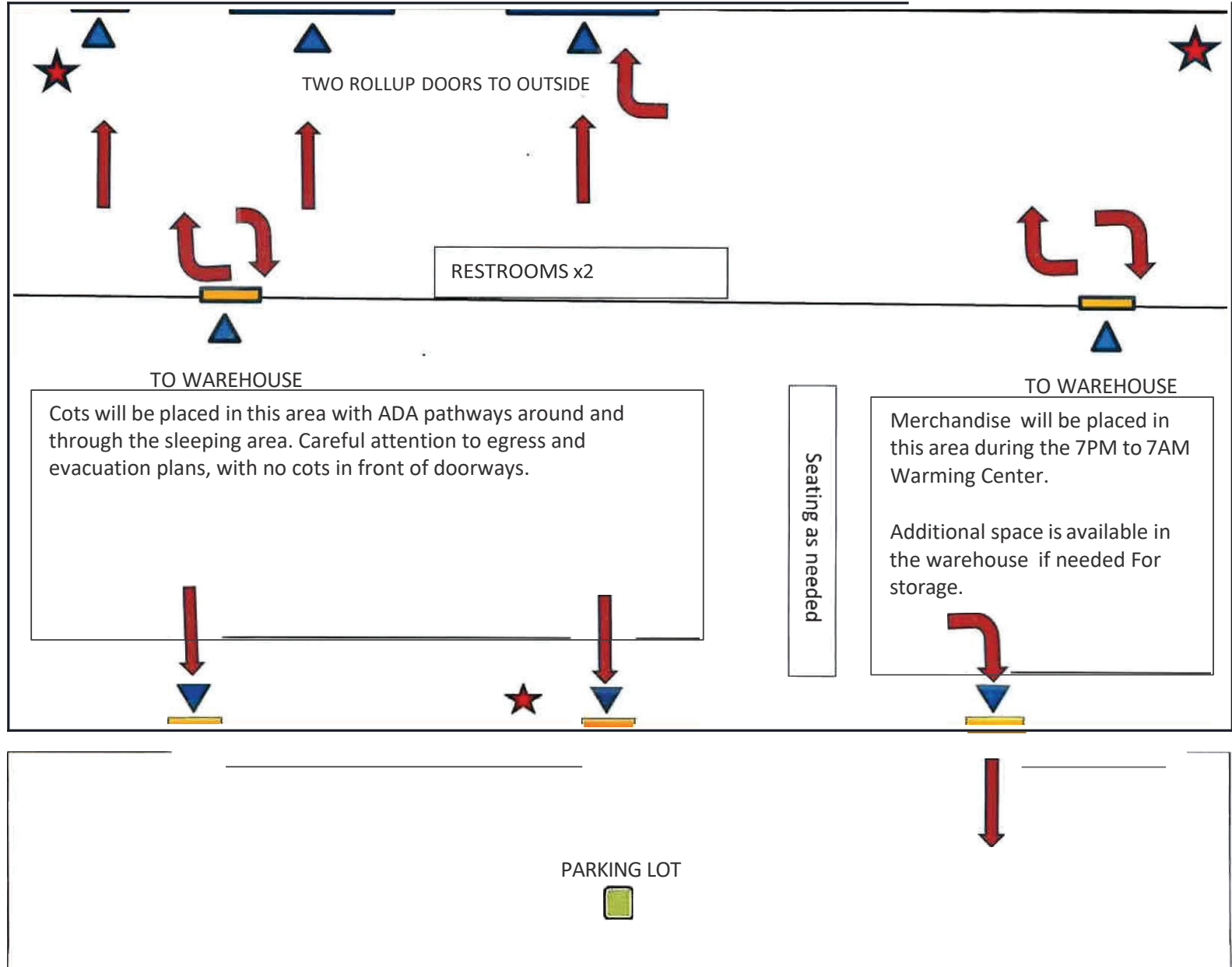
Await instructions and do not reenter the building until told to do so by Fire personnel.

CFRE
EXTINGUISHER

DOORWAY EXIT

ASSEMBLY AREA IN PARKING LOT

DOORWAY



Attachment 2

Operational Statement for City of Fresno, Temporary use, Warming Center at Acts Foundation-Mint Thrift Store:

- **Clearly identify Occupancy and Use:** The Mercantile time of operation 8am to 6 pm and Assembly-Warming Center from 7PM to 7AM
- **Fire Watch Plan:** The City of Fresno will employ one bonded, licensed security guard with Fire Watch Certification from American Guard Services each night of the Warming Center operation. In addition, Staff and leadership will prepare and provide nightly staff with an orientation at the beginning of the shift. The content will include Prevention of fires, use of fire extinguishers, location of extinguishers in the building, location of exits for evacuation and the designated evacuation gathering point if an evacuation occurs. Fire Watch Safety employee and will complete all needed documentation if an incident occurs.
- **Fire Watch Operations will adhere to Fire Prevention Manual Code 402.012 Fire Watch Requirements:**
 1. Fire watch personnel are provided with written instructions, all job duty details and procedures to conduct their assignment.
 2. Fire watch personnel must create and maintain records as specified below:
 - a. Each employee must be provided training, which includes receiving a copy of this policy.
 - b. Duties to be performed.
 - c. Equipment to be used.
 - d. Any personal protective equipment required to be made available and worn.

Equipment and knowledge for fire watch personnel:

- a. Cell phone, reliable flashlight, and whistle.
- b. Fire watch logs and records.
- c. Knowledge of all exit paths and the location and proper use of portable fire extinguishers.

During operating hours, duties of fire watch personnel:

- a. Watch for fire hazards and incipient fires and exit obstructions.
- b. An inspection of the entire building must be conducted at least once per hour.
- c. Staff must be continuously awake and in the building at all times during their shift.
- d. A written log of the fire watch must be maintained. The log must include the date, time, status, and legible signature of the person performing the fire watch.
- e. The log may be picked up by the FFD when the impairment is restored.
- f. If the reason for the fire watch is due to the impairment of a fire protection system, the fire watch must be continuous, night and day, until the impairment is repaired.
- g. Call 9-1-1 immediately in the event of fire or other emergency.
- h. If the building is occupied, immediately notify the occupants as best as possible and evacuate the building at the first evidence of any fire or smoke.
- i. If necessary, contact other fire watch personnel (if any), sound alarm via whistle and fire alarm pull station (if any); assist occupants in exiting the building.
- j. Be the first contact for emergency personnel responding to the building.

k. If safe to do so, attempt to extinguish fire with a portable fire extinguisher.
l. Continue the fire watch until it is cancelled.

- Provide Fire and Building with Warming Center Occupant Loading: It is expected that during Warming Center use there will be 10 to 25 guests and 4 employees.
- Identify Sanitary facilities and coordinate with City Inspectors whether additional facilities are required: There are currently two restrooms available for use, single toilet occupancy. The restrooms are designated with signage. Staff on duty during the night shift will monitor the restrooms for cleanliness, sanitary conditions and restocking of supplies, cleaning and sanitizing as needed. During the day, a janitorial contractor will thoroughly clean and sanitize the restrooms.
- Provide guidelines for when the Warming Center will open and close: The Warming Center may be utilized approximately 25 times this winter season. Hours of operation are 7:00pm to 7:00 am when projected temperatures drop below 35 degrees per NOAA predictions.
- Would /will existing Mechanical units supply minimum heat for warming center use. Existing units are adequate for this small operation.
- Owner to provide updated floor plan showing areas to be used for seating and or other use to be identified by the applicant. See attached floor plan.