

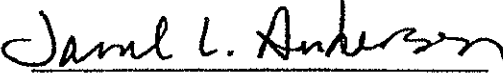


**LINCOLN TRAINING CENTER
CORPORATE BOARD RESOLUTION**

Resolved, that Lincoln Training Center's Board of Directors, at its duly held meeting of April 16, 2014, authorizes, directs, and empowers the Center's President and/or Executive Vice President to enter into and sign agreements, contracts, and conduct other business as deemed necessary or beneficial to Lincoln Training Center in their best judgement.

Dated: April 16, 2014


Bill Schroeder
Board of Directors' Treasurer


Janel Anderson
Board of Directors' Secretary

REQUEST FOR PROPOSAL REQUIREMENTS CONTRACT FOR
CUSTODIAL SERVICE AT CITY HALL
PROPOSAL NUMBER 9289
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Lincoln Training Center and Rehabilitation Workshop (hereinafter referred to as "Contractor") as follows:

1. **CONTRACT DOCUMENTS.** The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: Request for Proposal Requirements Contract for Custodial Services at City Hall (Request for Proposals No. 9289) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. **PRICE.** For the monetary consideration of THREE HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED THIRTY SIX DOLLARS AND ZERO CENTS (\$323,736.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. **PAYMENT.** City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. **INDEMNIFICATION:** Contractor 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) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor 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 Contract.

////

////

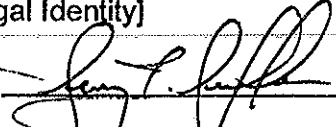
////

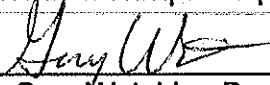
////

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[Contractor Name],
[Legal Identity]

CITY OF FRESNO,
a California municipal corporation

By: 
Name: Gary T. Griffiths
(Type or print written signature.)


By: 
Gary Watahira, Purchasing Manager
Finance Department

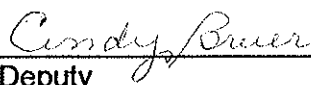
Title: Exec V.P.

Dated: 3/18/15

Dated: 3-4-15

ATTEST:
YVONNE SPENCE
City Clerk

By: 
Name: MAUREEN R. BATEMAN
(Type or print written signature.)

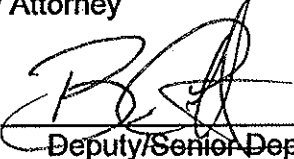
By:  3/24/15
Deputy Date

Title: Assistant Treasurer

APPROVED AS TO FORM:

Dated: 3-4-15

DOUGLAS T. SLOAN
City Attorney

By: 
Deputy/Senior Deputy
Brandon M. Collet