

**SERVICE AGREEMENT
CITY OF FRESNO, CALIFORNIA**

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (the City), and Valley Teen Ranch, Inc., a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, the City desires to obtain professional permanent supportive housing services for the Sierra Crossing facility located at 5575 W. Sierra Ave, Fresno, CA 93722 (Project); and

WHEREAS, the Service Provider is engaged in the business of furnishing such services as permanent supportive housing services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the 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 the City by its Planning and 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. The Service Provider shall perform to the satisfaction of the 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.
 - (a) This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through October 31, 2028, subject to any earlier termination in accordance with this Agreement. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
 - (b) Service Provider's operations shall be from September 1, 2026, through August 31, 2028; as described in **Exhibit B**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$523,534.00, paid on the basis of the rates set forth in the schedule of fees

and expenses contained in **Exhibit B**. 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 the City business. The 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 Project in Service Provider's standard format approved by the City on or before the 30th calendar day after the expiration of each month. In addition, Service Provider shall submit an annual income and expense report in Service Provider's standard format approved of by the City in accordance with the reporting schedule set forth in **Exhibit B**. At the City's election (to be exercised by reasonable 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 and 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 the 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) thirty calendar days' prior written notice with or without cause by the City to Service Provider; (iii) the 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 the City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by the 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, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the 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 the City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, the 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 the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide the 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 the 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 the 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 the 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 the City.

- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the 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 the 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, the 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 the 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 the 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 the City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are 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 Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend the 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, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit C**, 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 the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit C** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the 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, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the 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 the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the 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 the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the 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 D. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify the 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 the 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 the City of these facts in writing.
- (c) Service Provider's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Service Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Service Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Service Provider pursuant to this Agreement.
- (d) 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 the 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.
- (e) 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.
- (f) 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.

- (g) 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.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event that the 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 the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the 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 the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the 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 the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the 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 the City, Service Provider shall have provided evidence to the 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 the 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 the City for any purpose. The 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, the 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 the City. Service Provider shall have no authority to bind the City absent the 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 the 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 the 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 the City employment benefits, entitlements, programs and/or funds offered employees of the 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 the 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 the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The 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 the 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 the City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

[SIGNATURES FOLLOW ON NEXT PAGE.]

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City: ^{Signed by:} Brent Richardson 7/9/2026
By: 538D38920F114F5... _____
Brent Richardson Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: Joe Pasillas
Housing and Neighborhood Revitalization
Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) 621-8053
E-mail: Joe.Pasillas@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Schedule of Fees and Compensation
3. Exhibit C - Insurance Requirements
4. Exhibit D - Conflict of Interest Disclosure Form

Valley Teen Ranch, Inc.,
A California non-profit corporation

By: ^{Signed by:} Mike Zachry _____
434D6BD417014C5...
Name: Mike Zachry

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

By: ^{Signed by:} Donna Callahan _____
57BFC41DE76D44C...
Name: Donna Callahan

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

REVIEWED BY:

SERVICE PROVIDER:
Valley Teen Ranch, Inc Attention:
Andrea Evans, Chief Executive Officer
2610 W. Shaw Lane, Ste. 105
Fresno, CA 93711
Phone: (559) 437-1144
E-mail:
andrea.evans@valleyteenranch.org

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Valley Teen Ranch** Sierra Crossing

In addition to the content provided in this exhibit (**Exhibit A**), the Service Provider will honor all outlined requirements and their detailed response to 12402933 Request for Qualifications for Homeless Youth Services.

OPERATING PRINCIPLES

Valley Teen Ranch (VTR) proposes to deliver comprehensive permanent supportive housing services at Sierra Crossing, which was funded through Homekey Round 3, providing housing and support for vulnerable youth who have experienced homelessness, abuse, neglect, or abandonment. This program will utilize a Housing First model, focusing on immediate housing placement followed by supportive services to ensure long-term stability and self-sufficiency. The program offers 95 beds for permanent affordable housing services, of which, 25 will be given priority to homeless and at-risk of homeless youth (age 18-24) and will be subject to the monitoring and reporting requirements within this agreement.

Referral Process:

Coordinated Entry System Integration: Referrals will come through the CES, ensuring a standardized and fair process for identifying those most in need. The CES will prioritize applicants based on vulnerability assessments using tools like the VI-SPDAT.

Intake Process:

Initial Screening: Upon receiving referrals, VTR staff will conduct an initial screening to verify eligibility, including income verification, homeless status, and any special needs or circumstances.

Comprehensive Assessment: Eligible applicants will undergo a comprehensive assessment to evaluate their health, mental health, substance use history, and other factors that may impact their housing stability.

Orientation and Agreement: Once approved, residents will receive an orientation to Sierra Crossing, including an overview of their rights and responsibilities. They will sign a lease agreement and other necessary documents.

Housing Placement:

Unit Assignment: Residents will be assigned to available units based on their specific needs and preferences. VTR will ensure units meet HUD Housing Quality Standards.

Move-In Support: VTR staff will assist residents with the move-in process, including connecting utilities, providing basic household items, and conducting a walkthrough of the unit.

Ongoing Supportive Services:

Case Management: Each resident will be assigned a case manager who will develop an individualized support plan. Case managers will provide ongoing support, including goal setting, monitoring progress, and adjusting plans as needed.

Life Skills Training: Residents will have the opportunity to participate in life skills training, covering topics such as financial literacy, cooking, hygiene, time management, and household management.

Health and Wellness Services: VTR will ensure residents have access to integrated healthcare services, including medical, mental health, and substance abuse treatment, and specialized support for human trafficking prevention and support for victims. This may involve partnerships with local healthcare providers and outpatient clinics.

Educational and Vocational Support: Residents will have access to educational and vocational training programs to help them achieve their academic and career goals. This includes job placement services, vocational training, and support for continuing education.

Social and Recreational Activities: VTR will organize social and recreational activities to foster community and promote social interaction among residents.

Family and Social Support: VTR will work to strengthen residents' connections with family and friends, facilitating family engagement activities and providing mediation services if needed.

Monitoring and Evaluation:

Regular Assessments: VTR will conduct regular assessments to monitor residents' progress and address any emerging needs. This includes annual re-certification of income and eligibility.

Feedback Mechanisms: Residents will be encouraged to provide feedback on services through surveys and regular meetings, helping VTR continuously improve the program.

Exit Process:

Transition Planning: When residents are ready to transition out of the program, VTR will develop individualized transition plans. This includes securing stable housing, ensuring continued access to support services, and achieving personal goals.

Housing Navigation: VTR's housing navigation services will assist residents in finding new, suitable housing options, including help with the housing search process, providing references, and advocating on their behalf with potential landlords.

Follow-Up Support: VTR will provide follow-up support to ensure residents remain stable after exiting the program. This includes regular check-ins and access to resources as needed.

Number of Beds Available: Sierra Crossing will provide 25 beds dedicated to permanent affordable housing services for transitional age youth (age 18-24).

HOUSING FIRST PRINCIPLES

VTR is dedicated to implementing and adhering to the Housing First principles, which prioritize providing stable, permanent housing to individuals experiencing homelessness without preconditions. This approach supports residents in achieving long term stability and self-sufficiency by addressing their basic housing needs first and then offering additional supportive services as needed. VTR operates on the belief that stable housing is a fundamental human right and the first step toward achieving overall well-being.

Our program is designed to:

Provide Immediate Access to Housing: VTR does not require residents to meet prerequisites such as sobriety, employment, or participation in treatment programs before providing housing.

Offer Support Services: While participation in support services is encouraged, it is not mandatory. Residents can choose the services that best meet their needs.

TRAINING FOR YOUTH

VTR is committed to providing comprehensive services to youth residing in affordable housing units to ensure their successful transition to independent living. These services will include training and educational programs designed to address their specific needs and empower them with essential life skills.

VTR will offer a range of training topics tailored to the needs of our youth residents. Life skills training will cover financial literacy, such as budgeting, saving, and managing expenses, as well as household management, including cooking, cleaning, and maintenance. Time management skills will also be a focus, helping youth prioritize tasks and manage their schedules effectively.

Employment and career development training will include job readiness skills like resume writing, interview techniques, and job search strategies. VTR will also provide career planning support to help residents identify career goals and develop action plans, along with vocational training aligned with job market demands. Additionally, health and wellness education will cover nutrition, exercise, mental health, and substance abuse prevention, providing youth with the knowledge to maintain a healthy lifestyle.

Educational advancement support will include academic tutoring, study skills, and guidance on continuing education opportunities such as GED programs, college applications, and financial aid. Civic engagement and leadership training will encourage participation in local events and governance, and develop leadership skills through public speaking, advocacy, and community organizing.

CULTURALLY RESPONSIVE SERVICES & CULTURAL COMPETENCE TRAINING

VTR is dedicated to creating a nurturing and inclusive environment that embraces and supports the diverse identities of all our youth, including those who identify as Black, Indigenous, and People of Color (BIPOC) and LGBTQ+. VTR recognizes the unique challenges and systemic barriers faced by BIPOC and LGBTQ+ youth, and are committed to providing a safe, respectful, and affirming space where they can thrive. VTR's programs and services are designed to be culturally responsive and inclusive, ensuring that every young person feels valued and empowered. VTR offers tailored support and resources, including cultural competence training for our staff, inclusive policies, and partnerships with community organizations that specialize in serving BIPOC and LGBTQ+ communities. By fostering an environment of acceptance and equity, VTR aims to uplift and empower all youth, celebrating their unique identities and helping them achieve their full potential.

TARGET POPULATION

Transitional Age Youth (TAY) aged 18-24 in the City of Fresno currently experiencing homelessness, or at imminent risk of homelessness, regardless of sexual orientation, marital status, or gender identification.

COORDINATION OF SERVICES

VTR actively engages with various stakeholders and community resources for all past and current housing projects (including the following Sierra Crossing). VTR has been a member of the Fresno Madera Continuum of Care (FMCoC) for 20+ years and will work directly with FMCoC on matters involving local affordable housing. Through the FMCoC, VTR will work with those in the community who have lived experience(s) of homelessness, through the Lived Experience Advisory Board (LEAB). VTR also has an active relationship with the Department of Housing and Urban Development (HUD); which has funded VTR's Transitional Living Home and Rapid Rehousing Program.

VTR will work with various community based organizations including emergency shelters, bridge housing, rapid rehousing and transitional housing, foster care and juvenile justice systems, and other agencies citywide that come into contact with unhoused persons.

ELIGIBILITY

Valley Teen Ranch (VTR) is committed to ensuring that all clients of Sierra Crossing Permanent Supportive Housing program meet the eligibility criteria for affordable housing. The pre-screening process is designed to be thorough and efficient, ensuring that the most vulnerable individuals are identified and prioritized. Additionally, ongoing monitoring ensures continued compliance with eligibility requirements throughout their stay. VTR remains committed to being a low barrier, client-driven program.

1. Initial Pre-Screening Process

Referral and Application Submission:

- Clients are referred to Sierra Crossing through the Coordinated Entry System (CES).
- Applicants submit an application form that collects basic information, including income, housing history, and any special needs or circumstances.
- Applicants undergo a Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) assessment. This tool helps determine the level of need and vulnerability, ensuring that those most in need are prioritized.

2. Detailed Eligibility Screening

Income Verification:

- All applicants must meet the income requirements set forth by the program, which involves having an income at or below 30% of the Area Median Income (AMI).
- Applicants provide documentation such as pay stubs, tax returns, and benefit statements to verify income.

Homeless Status Verification:

- Applicants must provide proof of homelessness or at-risk status, which can include documentation from shelters, service providers, or other verifiable sources.
- The Coordinated Entry System (CES) verifies this status, which VTR then crosschecks.

Criminal Background Check:

- A criminal background check is conducted to identify recent convictions for violent crimes. VTR considers the nature, severity, and recency of any criminal activity.

- Arrest records alone are not used to disqualify applicants; instead, VTR looks at convictions and patterns of behavior.

Transitional Age Youth (Age 18-24) Populations:

- VTR verifies age through documentation and coordination with relevant service providers.

3. Monitoring Ongoing Eligibility

Annual Recertification:

- Residents undergo an annual re-certification process to ensure continued compliance with income and eligibility requirements.
- Documentation such as updated income statements, tax returns, and benefit statements are reviewed.

STAFFING

The program will fund the following positions:

Position	FTE	Description
Clinician	1.00	Provides trauma-informed mental health services to youth, including assessments, individual counseling, crisis intervention, treatment planning, and coordination with service providers. Supports youth in developing emotional regulation, coping skills, and overall wellness. The Clinician collaborates closely with and provides clinical oversight to the Case Manager and Life Skills Coach to ensure services are coordinated, individualized, and responsive to each youth's needs. The Clinician also assists in developing intervention strategies, monitoring progress, and supporting the overall effectiveness of service delivery.
Case Manager	0.62	Works directly with youth to develop and implement individualized service plans that support housing stability, education, employment, health care, and community integration. Connects youth to resources, monitors progress and assists with achieving individualized goals.
Life Skills Coach	1.0	Provides instruction and support to help youth develop independent living skills, including budgeting, meal preparation, household management, employment readiness, transportation, communication, and other skills necessary for successful transitions to adulthood.

PERFORMANCE MEASUREMENTS

Measurable Goal	Outcome
Available Beds	25
Bed Occupancy Rate	90%
Minimum Total Clients Served Annually	25
% of Safe Exit - A safe exit from this program is defined as one of the following destinations: Institutional Situation, Temporary Situation, Permanent Situation, Bridge Housing or other emergency housing programs. Percentage based on total number of Exits from the program.	50%
% of Permanent Exit - Minimum percentage of clients that will exit to Permanent Situation. A requirement of the funding is to increase the number of people exiting homelessness into permanent housing.	75%
% of Successful Long-Term Placement - This metric refers to the percentage of participants who remain in stable housing for at least 12 months after exiting the program.	70%
% Maintaining Housing Stability - Maintaining stable housing within the first six months of entry	75%
% Improve Employment Outcomes - Increase employment rate within the first year of program participation	60%
% Enhance Educational Attainment - Ensure minimum percentage of clients without a high school diploma or equivalent enroll in educational or vocational training programs	50%
% Elevate Income Levels and Financial Stability - Ensure minimum percentage of clients achieve a stable income above the poverty line within a two-year period	50%

MONITORING

In addition to monthly activity reports, progress and outcomes, the City of Fresno staff will monitor through regular meetings, site visits, inspection of client files, financial audits, and observation of case management meetings.

DATA COLLECTION

The Service Provider will be required to enter participant data into the Homeless Management Information System (HMIS) in order to comply with HUD data collection, management, and reporting standards. Service Provider must now maintain records for possible audit for a minimum of five (5) years commencing at the grant closure date, collect data consistently, track both qualitative and quantitative outcomes, and provide them to the City in a timely manner. Expenses associated with HMIS licenses and services are the responsibility of the selected Respondent(s).

COMPLIANCE

Service Provider shall operate and maintain the Property, in compliance with, and in the performance of its duties hereunder shall abide by, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any national and local government and appropriate agencies, departments, commissions, or boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement").

SERVICE CONTRACTS

Service Provider may negotiate and execute contracts with independent contractors for services required in the ordinary course of business in operating the Property, including, without limitation, contracts for security protection, cleaning and janitorial service, utilities, and, to the extent applicable, internet, boiler, and HVAC maintenance; provided, however, that (i) except as otherwise approved by the City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider without cause on thirty (30) days' notice; and (ii) the nature and cost of the services to be contracted for are included in the then-current Budget approved by the City.

RAMP DOWN PROCESS

1. Transition Planning:

Day 1-10: Develop individualized transition plans for all residents, focusing on securing stable housing, continued access to supportive services, and achieving personal goals.

Day 1-10: Coordinate with local housing providers and community resources to facilitate smooth transitions for residents exiting the program.

2. Communication and Coordination:

Day 11-15: Hold meetings with stakeholders, staff, and residents to communicate the ramp-down process, timelines, and support available during the transition.

Day 11-15: Inform partner organizations and service providers of the upcoming transition and collaborate to ensure continuity of care for residents.

3. Staff Transition and Reallocation:

Day 16-20: Begin the process of transitioning staff to other roles within VTR or assisting them with finding new employment opportunities. Ensure that critical roles are maintained until the end of the contract.

Day 16-20: Conduct exit interviews with staff to gather feedback and insights for future projects.

4. Final Reporting and Evaluation:

Day 26-30: Complete all required reporting and documentation, including a final evaluation of the program's outcomes, challenges, and successes. Communicate outcomes to Agency.

By following this detailed ramp-down plan, Valley Teen Ranch (VTR) ensures a smooth initiation and conclusion of youth services at Sierra Crossing, maintaining high standards of care and support for all residents throughout the program's duration.

POST PROGRAM SUPPORT, INTERACTIONS, AND RESOURCES

VTR is committed to ensuring the long-term success of participants even after they exit the Sierra Crossing Permanent Supportive Housing program. Although the program is designed for permanent supportive housing with no maximum length of stay, there are scenarios where participants may choose or need to exit the program. In these instances, VTR offers several forms of support, interactions, and resources to aid in their continued stability and success.

Ongoing Case Management and Support: Even after exiting the program, participants will have access to ongoing case management services. This includes periodic check-ins by a case manager to ensure that the former residents are maintaining their housing stability, continuing to pursue their educational and employment goals. Case managers can also assist with navigating any new challenges that may arise and provide referrals to additional support services as needed.

Connection to Community Resources: VTR will maintain strong connections with local community resources and service providers. Upon exiting the program, participants will receive a comprehensive list of community resources, including contact information for local health services, mental health support, employment agencies, educational institutions, and social services. Case managers will facilitate introductions and help former participants establish connections with these resources to ensure a smooth transition and continued support.

Housing Navigation and Advocacy: For participants who choose to move on from Sierra Crossing, VTR's housing navigation services will assist them in finding new, suitable housing options. This includes helping with the housing search process, providing references, and advocating on their behalf with potential landlords. VTR will also assist with applications for housing assistance programs if needed.

Employment and Educational Support: VTR recognizes the importance of stable employment and continued education in achieving long-term success. Former participants will have access to job placement services, vocational training programs, and educational resources. This support aims to help individuals secure and maintain employment, pursue higher education, and achieve their career goals.

Follow-Up and Monitoring: To ensure that former participants remain on a positive trajectory, VTR will conduct regular follow-up assessments. These assessments will help monitor the individual's progress, identify any emerging needs, and provide additional support as necessary. The goal is to ensure sustained stability and continued success in their independent living situations.

By offering these comprehensive post-program supports, interactions, and resources, VTR aims to ensure that participants not only successfully transition out of Sierra Crossing but also continue to thrive and maintain their independence long after exiting the program.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES **Service Agreement between the City of Fresno (the City)** **and Valley Teen Ranch (Service Provider)** Sierra Crossing

COMPENSATION

In no event shall compensation paid for services performed under this agreement be in excess of Five Hundred Twenty-Three Thousand Five Hundred Thirty-Four and 00/100 Dollars (\$523,534.00).

REQUESTS FOR REIMBURSEMENT

Service Provider's activities will be funded on a reimbursement basis with proof of actual expenses incurred and paid. Copies of all supporting documents must be clear and legible. Reimbursement packets must be completed and organized. All costs must be allowable according to 2 CFR 200 and all other applicable federal rules and regulations. Any expenses included that are not allowable will be deducted from the amount reimbursable. Expenses included in the general ledger or reimbursement request form that do not have supporting documentation will be deducted from the amount reimbursable.

Service Provider shall submit monthly reimbursement packets on or before the 30th calendar day after the expiration of each calendar month.

If an invoice package is found to be incomplete, the City will submit a request to the Service Provider for the missing documentation. The Service Provider shall have 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City will proceed with processing payment after the 10 business days have elapsed. The Service Provider may submit the missing documentation at a later date, provided it is submitted no later than 45 days prior to the expiration of the Term of this Agreement or within 30 days prior to the date of earlier termination of this Agreement.

BUDGET DETAILS

				Year 1	Year 2
A. WAGES	Wages	Hours	FTE	Total	1.03
Clinician: Hourly rate of \$40.00 per hour @ 40hrs Total	\$40	2080	1.00	\$83,200	\$85,696
Case Mgr: Hourly rate of \$30.00 per hour @ 25hrs Total	\$30	1300	0.62	\$39,000	\$40,170
Life Skills: Hourly rate of \$26.00 per hour @ 40hrs Total	\$26	2080	1.00	\$54,080	\$55,702
				\$176,280	\$181,568
B. FRINGE BENEFITS	Wages	Fringe %	Monthly	Total	Total
FICA - required at 7.65% of salaries.	\$176,280	7.65%	\$1,124	\$13,485	\$13,890
Unemployment - estimated at 3.4% of salaries.	\$176,280	3.40%	\$500	\$5,994	\$6,174
Worker's Compensation - estimated at 5.95% of salaries.	\$176,280	5.95%	\$874	\$10,489	\$10,804
Insurance - estimated at 16% of salaries.	\$176,280	16.00%	\$2,350	\$28,205	\$29,051
Total Fringe Benefits:			\$4,848	\$58,173	\$59,918
Total Cost: Wages & Benefits				\$234,453	\$241,487
C. INDIRECT COSTS				Total	Total
De Minimis 10% rate of Direct Expenses				\$23,445	\$24,149
Total Cost: Wages, Benfits & De Minimis				\$257,898	\$265,635
					\$523,534

Monthly Report – The Service Provider shall submit monthly income and expense reports relating to the management and operation of the Project. Reports must be submitted in the Service Provider's standard format, as approved by the City, no later than the 30th calendar day after the expiration of each calendar month.

Performance Period	Monthly Report Due
September 1, 2026 – September 30, 2026	October 30, 2026
October 1, 2026 - October 31, 2026	November 30, 2026
November 1, 2026 - November 30, 2026	December 30, 2026
December 1, 2026 - December 31, 2026	January 30, 2027
January 1, 2027 - January 31, 2027	February 28, 2027
February 1, 2027 - February 28, 2027	March 30, 2027
March 1, 2027 - March 31, 2027	April 30, 2027
April 1, 2027 - April 30, 2027	May 30, 2027
May 1, 2027 - May 31, 2027	June 30, 2027
June 1, 2027 - June 30, 2027	July 30, 2027
July 1, 2027 - July 31, 2027	August 30, 2027
August 1, 2027 - August 31, 2027	September 30, 2027

September 1, 2027 – September 30, 2027	October 30, 2027
October 1, 2027 - October 31, 2027	November 30, 2027
November 1, 2027 - November 30, 2027	December 30, 2027
December 1, 2027 - December 31, 2027	January 30, 2028
January 1, 2028 - January 31, 2028	February 29, 2028
February 1, 2028 - February 29, 2028	March 30, 2028
March 1, 2028 - March 31, 2028	April 30, 2028
April 1, 2028 - April 30, 2028	May 30, 2028
May 1, 2028 - May 31, 2028	June 30, 2028
June 1, 2028 - June 30, 2028	July 30, 2028
July 1, 2028 - July 31, 2028	August 30, 2028
August 1, 2028 - August 31, 2028	September 30, 2028

Annual Report – An annual report is required if the Project was operational any time during the performance period, regardless of the Project's start date. The annual report shall be submitted in accordance with the following schedule:

Performance Period	Annual Report Due
September 1, 2026 – August 31, 2027	October 15, 2027
September 1, 2027 – August 31, 2028	October 15, 2028

Final Report upon Early Termination – In the event of early termination, the Service Provider shall submit a final income and expense report to the City no later than 30 days prior to the effective date of termination.

Final Report (End of Term) – The Service Provider's operational year is defined as September 1st through August 31st. Following the end of the operational year, a final reconciled income and expense report must be submitted by October 15.

Final Request for Reimbursement – The Service Provider shall submit the final request for reimbursement no later than October 15, 2028. Expenses not included in the final reconciled income and expense report submitted on October 15, 2028, will not be eligible for reimbursement.

EXHIBIT C

INSURANCE REQUIREMENTS

Service Agreement between the City of Fresno (the City) and Valley Teen Ranch (Service Provider)

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Sexual Misconduct and Molestation Liability Insurance that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/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) \$2,000,000 per occurrence for bodily injury and property damage;
- (ii) \$2,000,000 per occurrence for personal and advertising injury;
- (iii) \$4,000,000 aggregate for products and completed operations; and,
- (iv) \$4,000,000 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. Sexual Misconduct and Molestation Liability:

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 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.

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. Additional Insured status for all ongoing and completed operations under the General Liability policy shall be as broad as that contained in ISO Forms CG 20 26 04 13 and CG 20 37 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.
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. Primary and non-contributory status under the General Liability policy shall be 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.

All policies of insurance shall 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.

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.

If the Sexual Misconduct and Molestation Liability 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.

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.

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.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
Valley Teen Ranch

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signed by: _____

Mike Zachry
 Signature 434D6BD417014C5...

7/5/2026

Date

Mike Zachry

Name

Retired

Company

809 E. Holland, Fresno, CA., 93704

Address

None

City, State, Zip