

**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 (City), and MARJAREE MASON CENTER, a California non-profit Corporation (Service Provider).

RECITALS

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

WHEREAS, Service Provider is engaged in the business of furnishing such services as a homeless family emergency shelter 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, 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 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. 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, 2026, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding, for up to two (2), one-year extensions upon mutual written agreement of the parties. A written request for extension must be submitted by the requesting party 30 days prior to term date above. 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 and shall not exceed \$140,000.00, paid on the basis of the rates set forth 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 Project in Service Provider's standard format approved by City on or before the 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 45 days after the expiration of each calendar year during the Term of the Agreement. At 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. Service Provider shall render a final income and expense report to City within 45 days after the expiration of the Term or the date of earlier termination of this Agreement.
- (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) incurred by 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 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 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 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 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 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) Consultant'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. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant 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 Consultant 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 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 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 (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

- (c) 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. 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.

CITY OF FRESNO,
A California municipal corporation

MARJAREE MASON CENTER,
A California non-profit corporation


By: _____
Georgeanne A. White
City Manager

By: 
Signed by: CB7C0E2146004C9...
Name: Nicole Linder

APPROVED AS TO FORM:
ANDREW JANZ

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

City Attorney
Signed by: 0A8F88F889DD447...
By:  3/10/2025
Angela M. Karst Date
Senior Deputy City Attorney

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

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy Date

REVIEWED BY: _____

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

SERVICE PROVIDER:
Marjaree Mason Center, Inc
Attention: Nicole Linder
Chief Executive Officer
255 W Bullard Ave
Fresno, CA 93704
Phone: (559) 237-4706
E-mail: nicole@mmcenter.org

- 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

EXHIBIT A

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

In addition to the content provided in **Exhibit A**, Marjaree Mason Center will honor all outlined requirements and their detailed response to 12500851 Request for Qualifications for Triage Center/Emergency Shelter Operations.

PROGRAM OVERVIEW

Marjaree Mason Center will operate 12-beds set aside in the agency's Emergency Shelter. Triage Center/ Emergency Shelter services will be offered at Marjaree Mason Center's 140-bed Fresno safe house, which is confidentially located in the City Fresno and operates 24/7 365 days per year. The safe house location is confidential to protect client safety. Services include 24/7 hotline and crisis response, safety planning, risk assessment, confidential shelter, case management, individual and group counseling, legal advocacy, children's services, housing assistance, classes, employment assistance, community outreach and referrals to additional programs as needed. In order to support bed utilization, MMC will prioritize families for placement in the rooms assigned to this project.

MMC will provide emergency shelter and critical support services to survivors of domestic violence and their families who are homeless and/or at risk of homelessness due to abuse. Direct services will be provided by Residential Advocates and Case Managers assigned to this project.

The Safe House is a low barrier shelter that ensures that each individual or family has their own private room(s); this is essential to maintaining confidentiality as well as ensuring that families are not separated during their stay.

While clients will be housed in their own rooms, additional space in the Safe House includes a shared living room and shared bath facilities, a communal kitchen, laundry facility, outdoor space and a Children's Enrichment Center. MMC provides all clients with food (2 meals daily and access to food pantry), clothing, personal care items (shampoo and conditioner, feminine hygiene items, deodorant, etc.), diapers, formula and blankets as needed. Families are also welcome to bring their own items with them to the shelter to make them feel more at home, such as personal linens, pillows, and toys. Participation in additional agency programs is encouraged but is not required. The average length of stay in the Safe House for a client or family is approximately 30 days, though they may stay for up to 90 days.

In order to support the safety of clients and staff, MMC maintains 24/7 video surveillance of the property which is continuously monitored by on-site staff. Additionally, MMC's uses several methods to ensure facility security these include:

- Key cards required at all entrances including back parking lot, front gates, entry doors;
- Door buzzers for guest/client entry which are monitored 24/7 by agency staff;
- Visitor sign-in/out log;
- Emergency light system: red light indicates the facility is locked-down until further notice, yellow light indicates that there is a potential risk, and individuals should be aware of their surroundings;
- Direct line to Fresno Police Department for expedited assistance as needed.

Attempting to leave an abuser is the most dangerous time for survivors and can result in serious physical injury up to and including death. These best-practices ensure that MMC is able to meet the physical and emotional needs of survivors when it is most critical.

TARGET POPULATION

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

SERVICE MODEL

Triage Centers/Emergency Shelters will provide 24-hour emergency shelter that offers low-barrier access to dormitory or private accommodations with on-site, housing-focused services including diversion, housing placement, connection to community resources, and stabilization of health issues.

Admission to the Safe House for emergency shelter services is based on the risk and severity present for each client. MMC is not able to guarantee prioritization for CES or HOPE referrals without considering the risk to other clients in need at the same time.

Each applicant will be ranked and prioritized for services using the VI-SPDAT and Lethality Assessment. After completing the intake assessment and eligibility for Triage Shelter has been determined, clients will complete a VI-SPDAT. This assessment is administered by a Residential Client Services Advocate within 24 hours of the client completing the crisis intake assessment with the Crisis Response Team. Talking about abuse endured can be traumatic and overwhelming for victims; therefore, assessments for eligibility and prioritization are completed at separate times within a short period of time. The results of the VI-SPDAT determine vulnerability and help to identify the best type of housing intervention to address their situation. Those with the highest need and vulnerability will be ranked higher in prioritization for triage shelter.

Due to the nature of domestic violence, the Marjaree Mason Center also prioritizes clients by “risk of homicide or severe re-assault.” This is known as the Lethality Assessment and is administered by a Crisis Response Team Member. The assessment evaluates the risk of threats of physical violence with or without a weapon, stalking, jealousy, prior suicide attempts, etc. Victims who score higher on the lethality assessment face a much higher risk of homicide or severe re-assault than other victims who score lower. Those with a higher score are prioritized in need of triage shelter.

The process of prioritization is handled by the Marjaree Mason Center’s Crisis Response Team and Residential Client Service Advocates. The teams coordinate closely with other access points in Fresno/Madera to smoothly transition homeless individuals and families to supportive, safe housing programs or other local services in the event that MMC’s Safe House is at capacity.

STAFFING

The following positions will be supported by this program:

- 2 FTE Residential Advocates
- 0.1 FTE Case Manager

To ensure uninterrupted access to services, MMC’s Administrative Office and Crisis Drop-in Center is staffed 24 hours a day, 7 days a week, 365 days per year. The Crisis Response Team operates out of the administrative office and is responsible for operating the 24/7 hotline and facilitating intakes and assessments for crisis drop-ins. During regular business hours and until 11:30pm, 3-4 staff members are scheduled at the crisis drop-in center. After hours, MMC maintains no fewer than two CRT staff to answer hotline calls and assist clients who drop-in. Residential Advocates are stationed in the Fresno Safe House 24/7 as well; staffing ratios for the Fresno Safe House are 1:20 (Residential Advocate to Client) during the day and 1:40 at night. Case Managers provide support during regular business hours; each Case Managers case load typically includes 20 clients.

HEALTH AND SAFETY EDUCATION

MMC provides clients with a variety of community resources for education, employment and social services. Agency services include employment assistance (resume development, job hunting and mock interviews) support groups, life skills classes (budgeting, time management, and self-sufficiency) and weekly legal options classes. Life skills classes take place within the Fresno Safe House for shelter residents; weekly legal options classes are provided at MMC’s Administrative Office as well as other sites located throughout the community. MMC Clinicians also facilitate S.A.F.E. Group which stands for Survivors of Abuse: Free and Empowered, is a 12-week course covering domestic violence, with topics including (but not limited to) defining DV, understanding healthy relationships and the effects of DV on children. This course is held weekly at the Marjaree

Mason Center Administration Building and meets court requirements for removing a restraining order.

MMC also connects clients to external Health and Safety resources including Westcare, Turning Point, Department of Behavioral Health, Central California Legal Services and Breaking the Chains. MMC's clinical team also maintains a list of mental health providers they refer clients to for additional services as appropriate.

LOW BARRIER SHELTER PRINCIPLES

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 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. Participation in services is encouraged but not required. 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. MMC also utilizes motels to house clients with pets, however, this is based on the agency available financial resources which can be limited.
- **Possessions:** Many clients leave an abusive relationship with little to no more than the clothes on their back. However, MMC 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, MMC 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. MMC staff can 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 are encouraged to contact MMC if they plan to be gone for more than 24 hours. This is purely for safety reasons! If no contact is made, 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 24-hours without contact, they are typically exited from the program, however, they can still reach out to their case manager to be readmitted or ask that their room be held. This is managed on a case-by-case basis.

- 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.

COMMUNITY RESOURCE CONNECTION AFTER EXIT

Case management consists of five parts: assessment, treatment, planning, linking, advocacy, and monitoring. During the first case management meeting, the client's needs and barriers to safety and housing are identified. A case plan with attainable short-and long-term goals is created based on the client's needs – with safe permanent housing being the goal for families. With proper releases, the case manager makes referrals to additional agency programs as well as other local service providers. This can include counseling, legal assistance, job training, employment search, housing assistance, health care, etc.

Case management sessions occur weekly. Every 30 days, the case plan is re-evaluated by the client and case manager and if needed modifications are made in order to support success and ensure that the client can make 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 attaining 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. Clients who are exiting the program are provided with ongoing Community Case Management, connected to other community partners and/or can be assisted with relocating (out of the county or state) if there is a support system available. Case Manager’s work closely with each client to determine the best strategy for ongoing support. Alternatively, if needed, MMC may extend the client’s stay in the Safe House beyond 90 days in our safe house if a more permanent housing option has been identified.

HOUSING FIRST STRATEGY

Since 2016, the Marjaree Mason Center (MMC) has followed the Housing First Model to provide services to survivors of abuse. This initiative aligns with the core components as defined in the Welfare and Institutions Code Section 8255 (b) and focuses on assisting survivors with obtaining stable housing and truly meeting them where they are in their journey of healing and recovery. The core components of this service model include providing services that are:

- Survivor driven: Allow the client to be the driver of their plan, rather planning pre-determined goals for the survivor.
- Trauma Informed: Acknowledging past trauma, recognizing the lasting effects of trauma,
- understanding trauma reactions of survivors and reducing re-traumatization throughout the recovery process.
- Mobile: Eliminate barriers to accessing services by meeting clients where it is safe and convenient for them, rather than requiring clients to come to the Center in order for them to receive services. In real practice, this means that Case Managers and Victim Advocates can meet clients on their lunch break, in a park, at a coffee shop, or wherever it is safe and convenient for the client to do so. The flexibility of mobile advocacy increases the client's ability to seek support and maintain engagement in services.
- Evidence-based: uses housing as a tool for recovery, rather than as a reward and centers on connecting survivors to housing as quickly as possible.

MMC uses these guidelines when developing programs and devising strategies for improving services. All services are provided using the Housing First model, with the aim to increase the immediate safety of survivors, limit re-traumatization, reduce barriers to accessing critical services, and lessen the long-term negative effects of abuse.

PERMANENT HOUSING PLACEMENT

MMC operates several longer-term housing programs that provide critical and safe alternative housing and ongoing supportive services to survivors and their children. These programs aim to assist clients in seeking housing/supportive services while they move toward self-sufficiency and sustainability and include providing short-term housing assistance for 12-24 months. These programs include facility-based and off-site transitional housing and Rapid Rehousing Programs, which provide short-term rental assistance for up to 24-months. The rental assistance program is an ideal choice for domestic violence survivors seeking housing support when physical safety is no longer a concern.

Follow-up services for clients in longer-term housing programs and/or exiting MMC programs include case management, counseling, legal advocacy, parenting classes and children's services for up to 12 months, and will be provided based on each client's individual needs. While follow-up services are not required, MMC knows that providing ongoing advocacy and support, ensuring housing stability and increasing self-sufficiency increase the client's long-term success as such MMC encourages clients to continue engagement while empowering them to make decisions that rebuild their self-confidence and work toward self-sufficiency.

MMC Case Managers are the client's primary point of contact for accessing services and referrals throughout their enrollment in agency programs; from initial engagement in services to ongoing follow-up services that increase success. Follow-up services can also include weekly to monthly check-ins (based on the client's individual needs), referrals to additional services, safety planning, financial support, barrier reduction and goal check-in. Case Manager's inform clients of the availability of follow-up services 15 and encourage participation based on their unique needs; however, clients are not required to participate to receive ongoing services.

MMC Housing Locators work with Case Managers and clients to identify and secure appropriate housing based on the individual's family size, finances, employment and monthly budgets. Housing Locators are constantly working to identify and build new relationships with property owners and act as liaisons between clients and landlords to facilitate the housing process. These team members provide direct services to clients for up to 24-months as well as facilitate community outreach and education efforts, attend local events, advocate for victims, and build relationships with landlords, housing authorities and community stakeholders to increase awareness of domestic violence and available services.

MMC maintains partnerships with local organizations including Fresno Housing Authority and vendors to provide clients with household assistance. Housing Authority provides the agency with 10 "housing choice" vouchers for exclusive use by MMC clients. When establishing a new residence, clients may be eligible for financial support up to and including, deposit assistance, rental assistance, furniture and food, as well as continued case management access to domestic violence supportive services. Additional

collaborative partners include Wings Advocacy Group, who provide clients with home furnishings and Meathead Movers who assist with packing and moving clients into their new homes.

MMC's goal is to transition clients from the emergency shelter into permanent housing within 35 days of entry. Case Managers will work closely with clients to identify their housing needs, assist them in getting documents ready and connect them to a Housing Program. Once a program has been identified Case Managers will collaborate with MMC Housing Locators and the client to identify available options in the community. Housing Locators will act as a liaison between the agency, client and property owner to support housing placement.

INCOME BENEFITS OR EMPLOYMENT INCOME

MMC maintains partnerships with a wide variety of local agencies and employs several strategies to increase benefits and/or employment income. This includes referring clients to partners (Proteus and Workforce Connections) for employment assistance and work training programs, connecting clients to temp agencies and assisting with resume building. MMC can also provide direct financial assistance to clients who are enrolled in education programs. Agency staff also assist clients with enrolling in benefits through the Department of Social Services and the General Relief Program.

DATA COLLECTION

MMC does not use HMIS to record/store client information. Instead, the agency uses a comparable system called Vela Advocacy Management to record client information, store data and generate agency reports. Vela is a secure, HIPAA compliant, cloud-based data management system that safely stores and protects client data by using end-to-end encryption. The system is designed specifically for non-profits to streamline data collection, reporting and social service outcomes. Direct services staff, including case managers, client advocates, crisis response team members, clinicians and Family Skills Specialists, are responsible for inputting client information into the database.

DOCUMENTATION

Upon enrollment in the program, clients are assigned a unique profile ID in Vela, where all of their information is securely stored. MMC uses this software to collect, analyze and develop reports on a variety of client information including (but not limited to): agency demographics, assessments, surveys, service utilization, program participation, case notes, referrals and staff/client engagement. MMC's Data Analyst routinely compiles and assesses client data and generates monthly reports, which are in turn provided to staff, program leaders, the Chief Executive Officer and the Board of Directors. Program leaders are responsible for ensuring that all staff are aware of each programs goals and objectives, and that staff are submitting accurate data to the database in a timely manner. The Data Analyst, Grants Officer and program leader's work together to analyze

measurable goals and objectives, assess progress, identify needs and/or gaps in services, and develop and submit reports to the appropriate agencies.

In addition to tracking service utilization and client demographic information, MMC aims to ensure satisfaction in services. As such, upon exiting the Fresno safe house program, clients are asked to complete surveys evaluating the services they engage in. Program outcomes are reviewed by staff and program leaders to ensure assess engagement, evaluate effectiveness, identify gaps in services and make informed programming decisions and/or adjustments as needed.

PERFORMANCE MEASUREMENT

MMC will provide direct services including emergency shelter and comprehensive support services to 120 individuals (60 adults and 60 children) affected by domestic violence each year. This will include assigning 5 rooms with 12-beds total in the emergency shelter to this project.

Goal 1: Reduce homelessness and/or the risk of homelessness for survivors and their families by providing emergency shelter for up to 90-days and support services that assist them in identifying and obtaining longer-term safe housing (temporary shelter with a family member or friend, transitional/bridge housing, permanent housing). The majority of MMC clients are not considered chronically homeless or unsheltered; they become homeless during the act of fleeing abuse; this means that we do not have a measurement for the number of individuals who are actively unsheltered on a daily basis.

Goal 2: Increase the longer-term safety and wellbeing of survivors and their families by providing housing assistance and comprehensive support services that support them in achieving self-sufficiency.

Goal 1 outcomes:

- 5 households (10 individuals including adults and children) per month, 60 households (120 individuals) per year will be provided with emergency shelter. Clients may stay up to 90 days, however, the current average is approximately 30 days. Outcomes for the number of individuals served have been predicted based on a 30-day timeline.
- 90% utilization for units in the safe house assigned to this project
- 75% utilization for beds in the safe house assigned to this project

Goal 2 outcomes:

- 120 case management sessions will be facilitated
- 70% (84 individuals) will exit to permanent housing
 - Clients will exit to permanent housing withing 35 days of entry
- 90% (108 individuals) will achieve a safe and/or positive exit
- 20% (24 individuals) will exit to transitional/safe temporary housing

- 50% (60 individuals) will be connected to mental health services
- 75% (90 individuals) will attain access to longer term housing subsidies
- 70% (84 individuals) will remain safely housed 2-years after exiting the program

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES
Service Agreement between City of Fresno (City)
and Marjaree Mason Center (Service Provider)
The Marjaree Mason Center

COMPENSATION

In no event shall compensation paid for services performed under this agreement be in excess of One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00).

Major facility repairs over \$500 such as equipment, appliances and fixtures, plumbing and electric systems, structure, including the roof, and HVAC systems, among others, will be paid for and completed by the vendor. Vendor shall obtain property owner’s prior written approval before authorizing any expenditure over Five Thousand Dollars (\$5,000) in any one instance. No new construction is allowed. The facility complies with all shelter and housing habitability standards as identified in 24 CFR 576.403 and AB-362 Shelter Operations.

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 ledge 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 15th calendar day after the expiration of each calendar month.

BUDGET DETAILS

Budget Category	Account:	Budget
PERSONNEL		
Salaries	72200	\$101,088.00
Payroll Taxes	74100	\$7,733.00
Benefits	73xxx	\$20,379.00
Subtotal		\$129,200.00
Operating Costs		
Workers Compensation Insurance	73800	\$3,538.00

Communications	80200	\$270.00
Subtotal		\$3,808.00
INDIRECT COSTS		
Indirect Costs (5%)		\$6,992.00
Subtotal		\$6,992.00
TOTAL BUDGET		\$140,000.00

Budget Category	Description
Residential Team Member #1	Residential Advocate #1:1.0 FTE @ \$3,986.67/MONTHLY X 12 MONTHS = \$47,840 The Advocate will provide direct services to the residential families within the program providing peer counseling, assisting clients in adherence to program guidelines, working with clients to ensure a safe, secure and healthy shelter environment.
Residential Team Member #2	Residential Advocate #2: 1.0 FTE @ \$3,900.00/MONTHLY X 12 MONTHS = \$46,800 The Advocate will provide direct services to the residential families within the program providing peer counseling, assisting clients in adherence to program guidelines, working with clients to ensure a safe, secure and healthy shelter environment.
Case Manager	Case Manager: .10 FTE @ \$5,373.33/monthly x 12 months = \$6,448: This position will provide advocacy, support, case monitoring, goal setting and assistance in identifying options, evaluation of needs and referrals to individuals in the 5 units located within the Fresno Emergency shelter. Insurance, retirement, and health benefits.
Payroll Taxes	FICA Payroll Taxes \$101,088 x 7.65% = \$7,733
Benefits	Employee benefits include medical, dental, vision and life insurances along with up to a 2% employer match on the 403(B) retirement plan. \$101,088 gross wages x 20.16% benefits
Workers' Compensation Insurance	Workers Compensation @3.5% of salaries
Communications	Telephone expenses include partial reimbursement for staff to use personal devices while working with the two units at the Fresno Emergency Shelter. Case Manager: \$25/month x 12 months x .10 FTE + 2 FTE Residential Team Members \$10/month x 2 FTE x 12 months.

EXHIBIT C

INSURANCE REQUIREMENTS Service Agreement between City of Fresno (City) and Marjaree Mason Center (Service Provider) The Marjaree Mason Center

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. Professional Liability including both (Abuse & Molestation) Insurances 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) \$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.

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 Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
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 Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

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

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 its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

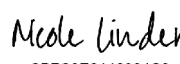
SERVICE PROVIDER shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before 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
The 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: _____

Signed by: _____

CB7C0E2146004C9...
 Signature _____
 3/7/2025
 Date _____
 Nicole Linder
 Name _____
 Marjaree Mason Center
 Company _____
 255 W Bullard Ave
 Address _____
 Fresno, CA 93704
 City, State, Zip _____

Additional page(s) attached.