

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effective the July 1, 2019, by and between the **CITY OF FRESNO**, a California municipal corporation (the City), and **FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION** a California Corporation (the Consultant).

RECITALS

WHEREAS, the City desires to obtain professional **YOUTH SERVICES** for the **HOMELESS EMERGENCY AID PROGRAM (HEAP)**, and

WHEREAS, the Consultant is engaged in the business of furnishing youth 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 Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Office of the Mayor/City Manager (the Administrator) or its 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 Consultant 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. This Agreement shall be effective from the date first set forth above (the Effective Date) and shall continue in full force and effect through **JUNE 30, 2021**, subject to any earlier termination in accordance with this Agreement. The services of the Consultant 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) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee of **\$300,000**. Such fee includes all expenses incurred by the Consultant 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's business.

(c) 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 the Consultant'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. The Consultant 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 the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (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, The Consultant 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 the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant 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 the Consultant 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 the Consultant, 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 the Consultant, 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) The Consultant shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

(f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant 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. The Consultant shall notify the 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 the 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 the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant 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 the Consultant 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. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant 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. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant 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 the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, the Consultant 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), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant 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 Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in 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 his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to 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 Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. 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 Consultant 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 Consultant shall not be deemed to release or diminish the liability of the Consultant, 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 Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

(b) The Consultant 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, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant 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, the Consultant shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, the Consultant 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.

(d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant 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, the Consultant shall remain responsible for complying with Section 9(b), above.

(f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant 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, the Consultant at its sole cost and expense shall:

- (i) 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.
- (ii) 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.
- (iii) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division, the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of 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 the Consultant'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 the Consultant 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 the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant 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, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant 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, the Consultant 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, the Consultant agrees as follows:

(a) the Consultant 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) The Consultant 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. The Consultant 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 the Consultant'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. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant 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) The Consultant 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 the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant 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, the Consultant is acting solely as an independent contractor. Neither the Consultant, 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 the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant 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, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant'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's 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, the Consultant 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 the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant 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 the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), 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 the Consultant.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

FRESNO COUNTY ECONOMIC
OPPORTUNITIES COMMISSION,
A California non-profit corporation

By: _____
Wilma Quan
City Manager

By: Brian Angus
Name: BRIAN ANGUS

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

Title: CEO
By: Steven Warnes
Name: Steven Warnes

By: _____

Title: Deputy CFO

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

REVIEWED BY:

By: Brandon M. Collet 6/26/19
Brandon M. Collet Date
Senior Deputy City Attorney

Addresses:
CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

CONSULTANT:
FRESNO COUNTY ECONOMIC
OPPORTUNITIES COMMISSION
Attention: Brian Angus
CEO
1920 Mariposa Street, Suite 300
Fresno, CA 93721
Phone: (559) 263-1000
FAX: [area code and #]

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

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (the City) And FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION (the Consultant) for YOUTH SERVICES for the HOMELESS EMERGENCY AID PROGRAM (HEAP)

Vendor Minimum Qualification

Fresno EOC is a private nonprofit 501(c) 3 and has been the designated Community Action Agency for Fresno County since 1965. Fresno EOC has over 20 years of experience providing emergency and transitional housing for youth and young adults. Specifically related to the proposed services, Sanctuary and Support Services has operated the following projects in the past 12 months with Federal, State, local, and/or private funding.

- Sanctuary Youth Shelter – funded through the United States Department of Health and Human Services, Administrations for Child and Family Services, Basic Center Program provides emergency shelter services for runaway and homeless youth under 18. This project began in 1992 and is still continuing.
- Sanctuary Transitional Shelter – funded through The California Governor's Office of Emergency Services, Victim's Services and Public Safety Branch provides emergency housing for homeless young adults ages 18-24. This project began in 2017 and is still continuing.

The Consultant is currently a member of the Fresno Madera Continuum of Care (FMCoC) and has been for over 10 years. Sanctuary's Director serves on the Board of Directors and as the Treasurer.

Target Population

Youth, 18-24 years old, and their dependents, can enter this project with their belongings, pets and partners. Youth with a documented history of sexual offenses will not be accepted.

Organization Qualifications and Experience

The Consultant's Sanctuary and Support Services started assisting homeless individuals in 1977. In 1992, the program expanded to include the Sanctuary Youth Shelter (SYS), a homeless and runaway shelter for youth ages 12-17, but can accommodate 18 year-olds if they are still enrolled in high school. In 2017, Sanctuary was awarded funds to expand shelter services and opened the Sanctuary Transitional Shelter (STS), the only shelter that serves young adults ages 18-24 and their families. Currently, STS can shelter up to 12 individuals and two (2) families for up to 90 days while they are looking for or being assisted with housing. Both shelters provide case management, counseling and other supportive services such as job training assistance, independent living skills classes and referrals for other services such as health and dental, substance abuse treatment, extended counseling and parenting classes.

In previous years, Sanctuary operated three (3) Transitional Living Centers (1998-

2017) which provided temporary or transitional housing to homeless young adults, ages 18-24. Young adults experiencing homelessness are provided supportive services, housing, and case management to assist them to become self-sufficient.

Sanctuary currently operates two outreach projects, Sanctuary Outreach to the Streets (SOS) and Hero Team 2 that provides street-based outreach services to homeless individuals living in the streets. Services include crisis intervention, emergency food and clothing, and linkages to housing and shelter programs.

Sanctuary also administers permanent housing programs, in particular the project Home Plate, which provides rapid re-housing and supportive services for clients for approximately one year.

Sanctuary provides and conducts monthly and quarterly program staff meetings which encompass training on various topics including but not limited to conflict resolution, de-escalation, Trauma Informed Care, Motivational Interviewing and boundaries. Both Sanctuary's Director and Shelter Manager are trained as trainers in Pro-Act (Professional Assault Crisis Training) which promotes de-escalation and conflict resolution through appropriate communication. Shelter staffs practice positive youth development techniques and provide classes for youth.

Youth that have experienced a traumatic event will be met with Trauma-Informed Care. Trauma-Informed Care is an evidence-based approach that prioritizes understanding, recognizing, and responding to the effects of all types of trauma. The approach emphasizes physical, psychological, and emotional safety for the victim. Staff focuses on not re-traumatizing youth by practicing neutral thinking and actions. A special focus is placed on avoiding shaming past behaviors. Safety plans are established before an individual is discharged from the Sanctuary Programs to ensure there are no repeat issues of trauma and abuse.

The Consultant strives to provide communication and literature for the targeted population in their native tongue. Currently, Sanctuary is able to communicate with youth in English, Spanish and Hmong languages. Literature is also developed in these languages to ensure clients can understand the information presented.

The Consultant has the necessary expertise and capacity in providing all components and partnerships necessary to help homeless youth exit life on the streets. Policies created and implemented are in place to help youth succeed. Sanctuary and Support Services has operated services for the homeless since 1977. Staff is provided appropriate and continued training that is applicable to help youth and families exit the street or reunite with families.

Program Design

The Consultant agrees to expand the current shelter services for young adults by adding four (4) beds for youth bridge housing. Youth will be referred through the existing Coordinated Entry System (CES) which would already have determined the youth's

need for housing. During intake, housing staff will go over services, program rules and expectations. They will meet their assigned case manager who will further assist any additional needs, i.e., counseling, education, mental health linkages. Youth not currently employed or receiving any income will be encouraged to look for employment and referred to employment and training services, located on site during various times of the day. Youth already employed will be encouraged to save a portion of their income for future housing needs when they exit the program. The exiting goal is for youth to become self-sufficient and enter safe, stable, permanent housing. After exit, the case manager will provide aftercare support for 30 days and to follow up in the event the youth needs assistance with an issue that arises. Referrals and linkages can still be provided to the youth at this time.

Clients will be housed for six (6) months giving time to identify permanent housing and assistance with any other identified needs. Clients will meet with their Case Manager a minimum of bi-monthly to assess goals of permanent housing exit. They will also discuss any barriers that have been identified and how to address them in order to obtain their housing goal. In the event the client needs longer than six months assistance, a request can be submitted and approved.

Sanctuary will provide at least one (1) health and safety educational class per week utilizing current community partners to provide classes. The Case Manager will follow up with clients to determine if the class was sufficient to their needs.

Facility Details

The emergency shelter will be located at 1046 T Street. The facility is a large apartment complex. Currently, four (4) units are used for the emergency shelter. Each apartment has a working kitchen with appliances, bathroom, heating and air conditioning. Apartments are furnished with beds, sofas, and décor. Site is secured with gates, lighting and cameras. Staff offices are located on site. Public transportation can be easily accessed.

Housing First Strategy

Fresno EOC's Sanctuary and Support Services understands that housing homeless clients is the most important aspect to helping end homelessness. Although clients will be assessed when entering the program, staff will only use that assessment when providing case management services to clients and not in determining if the client can benefit from shelter and bridge housing services. The assessment will help determine supportive services, but Sanctuary will make every effort to offer emergency shelter or bridge housing to youth wishing to end homelessness.

Performance Measurement

Fresno EOC proposes to meet the following goals in a 12-month period for this project:

- Provide four (4) beds daily with a bed utilization rate of 80%;
- Serve a minimum of 16 youth per year in Bridge Housing (for six months or less);
- Engage 12 youth (80%) in bi-monthly case management services.
 - * Of these youth, 30% will attain income benefits or employment;

- * Of these youth, 20% will access mental and physical health services;
- Assist seven (7) youth (60%) will exit safely (i.e. family, diversion, treatment, housing);
 - * Of these youth, 40% will exit utilizing a medium- to long-term housing subsidy (i.e. rapid rehousing, housing choice voucher);
- Provide 24 classes (one (1) class per month) in health and safety education;
 - * Engage all youth to participate in the health and safety education classes.

In addition to Bridge Housing, Fresno EOC proposes to provide navigation services and will meet the following goals in a 12-month period for this project:

- Provide navigation services to 40 clients;
- 32 youth (80%) of navigated clients will attain permanent housing;
- 16 youth (50%) will remain permanently housed after six months.

Documentation and Recordkeeping

All youth entering program will be tracked using the Homeless Management Information System (HMIS). During the client's intake, demographic and other required data is collected and recorded in the youth's file and in HMIS. Sanctuary also utilizes statistical logs as a back source of data collection. During case management sessions, youth are able to express personal goals for housing and needs with information recorded in case management plans and saved in the youths files. Inputting data must be in HMIS within 72 hours. Records are maintained for seven (7) years.

Collaborative Effort

Fresno EOC's membership to FMCoC provides opportunities for the agency to work with other homeless-services providers to provide a comprehensive and coordinated homeless housing and services delivery system.

The Sanctuary Director also serves as an active board member with the California Coalition for Youth (CCY) as the Area Representative.

Personnel Detail

Misty Gattie-Blanco, Sanctuary Director;

Mrs. Gattie-Blanco has been with the agency for nearly 10 years however she has been working with at risk and homeless youth for over 20 years. Mrs. Gattie-Blanco provides guidance for and oversight of the Sanctuary and Support Services program. Mrs. Gattie-Blanco serves as primary point-of-contact and administrator of the proposed project services will be conducted by Sanctuary's Shelter Manager.

Chrystal J. Streets, Shelter Manager;

Ms. Streets has been with the agency since 2012 however she has been working with at risk and homeless youth for nineteen years. Ms. Streets has maintained an active Residential Administrator Certificate from the State Department of Social Services and serves as the Administrator for the Sanctuary Youth Shelter. She also holds a Professional Assault Crisis "Pro-Act" Trainer certification, with the ability to train Fresno EOC employees. Ms. Streets also serves as agency administrator for the Homeless Management Information System (HMIS). She has over 10 years of management

experience working with foster youth, youth on probation, homeless youth and young adults. She will oversee the project to ensure compliance with all requirements.

Budget Detail

Budget Category	Budget Item #	24-Month Total	Average Annual Cost	Average Monthly Cost	% of Total Budget
Personnel					
Salaries	100	145,314	72,657	6,055	48%
Payroll Taxes	200	12,853	6,427	536	4%
Benefits	300	45,321	22,661	1,888	15%
Subtotal		203,488	101,744	8,479	68%
Services & Supplies					
Client Meals	400	12,000	6,000	500	4%
Client Personal Supplies	500	5,760	2,880	240	2%
Shelter Furniture	600	2,200	1,100	92	1%
Insurance	700	2,400	1,200	100	1%
Communication	800	16,320	8,160	680	5%
Office Expenses	900	1,200	600	50	0%
Equipment	1000	4,500	2,250	188	2%
Travel Costs	1100	9,600	4,800	400	3%
Program Supplies	1200	4,800	2,400	200	2%
Fiscal & Audits	1300	335	168	14	0%
Training	1400	2,400	1,200	100	1%
Client Health & Safety Education (not to exceed \$10,008)	1500	3,818	1,909	159	1%
Subtotal		65,333	32,667	2,722	22%
Facility Costs					
Rent	1600	4,992	2,496	208	2%
Utilities	1700	2,880	1,440	120	1%
Maintenance	1800	2,400	1,200	100	1%
Security	1900	-	-	-	0%
Landscaping	2000	-	-	-	0%
Minor Facility Improvements	2100	-	-	-	0%
Subtotal		10,272	5,136	428	3%
Indirect Costs (10% Maximum)					
Indirect Costs	2200	20,907	10,454	871	7%
Subtotal		20,907	10,454	871	7%
Total		300,000	150,000	12,500	

Position	% of Time on Project	Number of Months	Monthly Salary/Hourly Wages	Salary/Wages Funds Requested
Program Director	5	24	\$7,569.17/month	\$ 9,083.00
Program Manager	20	24	\$5,123.54/month	\$ 24,593.00
Youth Care Specailist- on call	25	24	14.25/hour	\$ 14,820.00
Youth Care Specailist- on call	25	24	14.25/hour	\$ 14,820.00
Shelter Coordinator	25	24	21.16/hour	\$ 20,631.00
Coomunity Outreach Specialist	100	24	\$15.74/hour	\$ 61,367.00
Total Salaries/ Wages				\$ 145,314.00
Payroll Taxes				
FICA: \$145,314 x 7.65%				\$ 11,117.00
SUI: \$145,314 x 1.1947%				\$ 1,736.00
Total Payroll Taxes				\$ 12,853.00
<u>BENEFITS (Health Ins; Life Ins; Retirement; Other benefits)</u>				
<u>Benefit Item (Calculation)</u>				<u>Item Total</u>
Health Insurance: \$145,314 x 28.1184%				\$ 40,860.00
Life Insurance: \$145,314 x 1.2476%				\$ 1,813.00
Retirement: \$33,680 x 5%				\$ 1,684.00
Workers comp: \$145,314 x 0.6634%				\$ 964.00
TOTAL SALARIES AND BENEFITS:				\$ 190,635.00
TOTAL PERSONNEL COST:				\$ 203,488.00

EXHIBIT B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (the City)
And FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION (the
Consultant) for YOUTH SERVICES for the HOMELESS EMERGENCY AID
PROGRAM (HEAP)**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non- owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *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). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Social Services Liability or a Professional Liability (Abuse & Molestation) that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation, and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

PROFESSIONAL SERVICES, or any party the PROFESSIONAL SERVICES 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 PROFESSIONAL SERVICES 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

PROFESSIONAL SERVICES shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and PROFESSIONAL SERVICES

shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents, and volunteers; or
- (ii) PROFESSIONAL SERVICES shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. PROFESSIONAL SERVICES shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status 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. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, PROFESSIONAL SERVICES' 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 PROFESSIONAL SERVICES' insurance and shall not contribute with it. PROFESSIONAL SERVICES shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company

endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: PROFESSIONAL SERVICES and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

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 PROFESSIONAL SERVICES.
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 PROFESSIONAL SERVICES, PROFESSIONAL SERVICES must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. PROFESSIONAL SERVICES 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, PROFESSIONAL SERVICES 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, PROFESSIONAL SERVICES shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by PROFESSIONAL SERVICES shall not be deemed to release or diminish the liability of PROFESSIONAL SERVICES, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PROFESSIONAL SERVICES. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of PROFESSIONAL SERVICES, its principals, officers, agents, employees, persons under the supervision of PROFESSIONAL SERVICES, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

PROFESSIONAL SERVICES 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 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, PROFESSIONAL SERVICES shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - -If PROFESSIONAL SERVICES subcontracts any or all of the services to be performed under this Agreement, PROFESSIONAL SERVICES 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, PROFESSIONAL SERVICES 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.

To the furthest extent allowed by law, PROFESSIONAL SERVICE 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, PROFESSIONAL SERVICE or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. PROFESSIONAL SERVICE'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 PROFESSIONAL SERVICE should subcontract all or any portion of the work to be performed under this Agreement, PROFESSIONAL SERVICE 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.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
TRIAGE CENTER SERVICES for the HOMELESS EMERGENCY AID PROGRAM
(HEAP)

		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: _____


 Signature

6-20-19
 Date

Brian Angus

Fresno EOC

1920 Mariposa St.

☐ Additional page(s) attached.

Fresno, CA 93721