# SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on \_\_\_\_\_\_, by and between the CITY OF FRESNO, a California municipal corporation (the City), and TURNING POINT OF CENTRAL CALIFORNIA, a California non-profit Corporation (Service Provider).

#### RECITALS

WHEREAS, The City desires to obtain professional homeless emergency shelter services for Bridge Point Triage Center located at 1642 L. Street, Fresno, CA 93721 (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a homeless 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 the City by its Planning and Development Director (Administrator) or designee.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

- 1. <u>Scope of Services</u>. Service Provider shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to or necessary to perform, such services even though not specifically described in **Exhibit A**.
- 2. <u>Term of Agreement and Time for Performance</u>.
  - (a) The Agreement shall be effective from the date first set forth above (Effective Date) and shall remain in full force and effect through August 31, 2026, at which point the Agreement and all associated reporting requirements shall terminate; operations of the emergency shelter shall conclude on June 30,2026. 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 90 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**.
  - (b) Service Provider's operations shall be July 1st through June 30th for each year that this Agreement is in full force and effect; as described in **Exhibit B**.

# 3. Compensation.

- (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$890,168.78, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit B**. Such fees shall include all expenses incurred by Service Provider in performance of the services described in **Exhibit A**.
- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable within 45 business days. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) Service Provider agrees to render actual monthly income and expense reports relating to the management and operation of the Project in Service Provider's standard format approved by the City on or before the 30th calendar day after the expiration of each calendar month. In addition, Service Provider shall submit an annual income and expense report in Service Provider's standard format approved of by the City in accordance with the reporting schedule set forth in **Exhibit B**. At the City's election (to be exercised by reasonable prior written notice to Service Provider), Service Provider shall deliver, concurrently with the delivery of each monthly income and expense report, copies of checks evidencing payments and collections and supporting invoices, internal allocations, and other back-up data as may be reasonably requested for the expenses and disbursements shown on the previous month's income and expense report.
- (d) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

### 4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of the City to Service Provider upon the earlier of: (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) thirty calendar days' prior written notice with or without cause by the City to Service Provider; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. This Agreement shall terminate upon (30) calendar day's prior written notice, by Service Provider to City.

- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by the City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

# 5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.
- 6. <u>Level of Skill</u>. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to the City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
- 7. <u>Indemnification</u>. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply

to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

## 8. Insurance.

- (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit C**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit C** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of

the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

# Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit D. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seg., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify the City of these facts in writing.
- (c) Service Provider's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Service Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Service Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Service Provider pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

- (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
- (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
- (h) This Section 9 shall survive expiration or termination of this Agreement.
- 10. <u>Recycling Program</u>. In the event that the Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
  - (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
  - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

#### General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts,

- and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, Service Provider shall have provided evidence to the City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.
- 12. <u>Nondiscrimination</u>. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:
  - (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
  - (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

- apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

# 13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and the City. Service Provider shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save the City harmless from all matters

relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to the City or to this Agreement.

- 14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
- 15. <u>Binding</u>. 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.

#### Assignment.

- (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
- (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Service Provider directly to Service Provider.
- 17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
- 18. <u>Waiver</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Headings</u>. 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. <u>Severability</u>. 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. <u>Interpretation</u>. 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. <u>Attorney's Fees</u>. 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. <u>Exhibits</u>. 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. <u>Cumulative Remedies</u>. 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. <u>No Third Party Beneficiaries</u>. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

- 28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and Service Provider.
- 29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

CITY OF EDESNO

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

Corporation  By: Ryan Banks  Name: Ryan Banks
Title: Chief Executive Officer  (If corporation or LLC., Board Chair, Pres. or Vice Pres.)  Signed by:  By:
Title:  CIO, Interim CFO  (If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)  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: Joe.Pasillas@fresno.gov

SERVICE PROVIDER:

Turning Point of Central California

Attention: Ryan Banks

Chief Executive Officer 615 S Atwood Street Visalia, CA 93277

Phone: (559) 732-8086

E-mail: RyanBanks@tpocc.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 the City of Fresno and Turning Point of Central California

In addition to the content provided in this exhibit (Exhibit A), Turning Point of Central California will honor all outlined requirements and their detailed response to 12500851 Request for Qualifications for Triage Center/Emergency Shelter Operations.

#### PROGRAM OVERVIEW

Turning Point of Central California (TPOCC) operates the Bridge Point Triage Center, a 30-bed facility providing 24/7 emergency shelter and triage services at 1642 L Street, Fresno, CA 93721. Open 365 days a year, the center offers a comprehensive range of services to help participants achieve stability and transition into long-term housing.

#### SERVICES OFFERED

Participants have access to:

- Housing & Employment Support Assistance in obtaining necessary documents.
- Mainstream Benefits Linkages Support in accessing public benefits and resources.
- Healthcare & Treatment Referrals for medical care, mental health services, and substance use treatment.
- Job Readiness & Training Resume building, job search strategies, and workplace skills development.
- Financial Literacy Budgeting, saving, and debt management guidance.
- Transportation Assistance Support for accessing essential services and housingrelated appointments.
- Personalized Housing Plans Case management staff work closely with participants to develop individualized plans.

#### **HOUSING NAVIGATION & PLACEMENT**

Case managers assess participants to identify the most suitable housing options, including:

- Affordable housing
- Senior living facilities
- Boarding care
- Rental opportunities (with or without subsidies)

Through Coordinated Entry, participants are matched with housing solutions based on VISPDAT scores and individual needs. Once housing is secured, TPOCC staff assist with:

- Unit identification and lease negotiations
- Liaison and advocacy with property owners
- Furnishings and utility setup
- A seamless move-in process
- Follow-up support for at least 60 days to promote housing retention

Throughout their stay, participants receive ongoing case management to connect them with essential resources. Upon exit, they are linked to additional services, and transportation to a safe destination within Fresno is provided when needed.

#### SKILLS CLASSES & WORKSHOPS

To enhance self-sufficiency, weekly life skills classes and workshops cover:

#### Life Skills Classes

- Financial Management Budgeting, saving, banking, and debt management.
- Job Readiness Resume writing, job search techniques, and interview preparation.
- Household Management Cooking basics, cleaning routines, and home maintenance.
- Health & Wellness Nutrition, exercise, stress management, and mental health awareness.
- Conflict Resolution Communication strategies and building healthy relationships.

# **Workshops for Long-Term Housing**

- Housing Navigation Understanding leases and tenant rights/responsibilities.
- Community Engagement Building support networks and accessing resources.
- Legal Assistance Eviction prevention, housing laws, and legal support access.
- Goal Setting & Planning Establishing and tracking progress toward stable housing.

#### LOW-BARRIER SHELTER PRINCIPLES

TPOCC ensures low-barrier access without prerequisites. Participants are not required to leave during the day, and substance testing is not conducted. Key Policies include but are not limited to:

- Personal Belongings Limited to assigned storage areas.
- Inclusive Access Beds available regardless of sexual orientation or gender identity.
- Harm Reduction Approach Staff trained in Naloxone administration for opioid overdoses.
- Safety Protocols Individuals posing an imminent danger are not admitted.
- Absence Policy Participants may be absent for up to 72 hours without losing their bed, with exceptions for extenuating circumstances.

### **REFERRAL & ENTRY PROCESS**

The Bridge Point Triage Center does not maintain a waitlist. Participants may enter through:

- Coordinated Entry referrals (FMCoC navigators & access sites)
- Self-referrals
- Law enforcement referrals (via HERO or HTF)

#### **STAFFING & OPERATIONS**

The program operates 24/7 with a dedicated team ensuring participant support and facility management.

# **Staffing Structure**

Day Shift (8 AM – 5 PM, Mon–Fri)

- Program Director, Case Managers, Admin Support, and Maintenance Team
- Responsible for program oversight, participant services, and facility operations
   Swing Shift (4 PM 12 AM)
- 1-2 Monitors on-site for participant safety and facility monitoring
   Graveyard Shift (12 AM 8 AM)
  - 1-2 Monitors providing overnight security and support

#### **Staff Positions**

Position	FTE (Full-Time Equivalent)
Program Director	1.0
Admin Assistant	0.1
Case Manager	1.7
Monitors	4.50
Program Bookkeeper	0.35
Maintenance Supervisor	0.08
Maintenance Worker	0.3

#### COMMUNITY RESOURCE CONNECTION AFTER EXIT

Case management includes:

- Assessment & Planning Identifying barriers to safety and housing.
- Linking to Resources Counseling, legal aid, job training, housing assistance.
- Regular Check-Ins Weekly case management and 30-day plan evaluations.
- Exit Strategy Coordinated transition into permanent housing.
- Extended Support Community case management & relocation assistance.

### **HOUSING FIRST STRATEGY**

Turning Point adheres to Housing First principles, ensuring:

- 1. No preconditions (sobriety, income, or participation in treatment).
- 2. Inclusive screening No rejections based on rental or financial history.
- 3. Direct referrals Accepting clients from crisis response systems.
- 4. Flexible, participant-driven services No mandatory program compliance.
- 5. Full tenant rights under CA law.
- 6. Harm reduction Substance use alone is not grounds for eviction.
- 7. Prioritization based on need Chronic homelessness and vulnerability.
- 8. Evidence-based support Motivational interviewing, trauma-informed care.
- 9. Accessibility & disability accommodations in all housing programs.

#### **INCOME & EMPLOYMENT SUPPORT**

Case Managers assist participants with:

• CalFresh, Medi-Cal, General Relief, SSI/SSDI applications

- Employment & unemployment benefits
- Social Security & retirement benefits
- On-site services from the Department of Social Services

#### **DATA COLLECTION & REPORTING**

TPOCC has used HMIS since 2003 and ensures full compliance with HUD data standards.

- All participant records are entered into HMIS within 72 hours.
- Case notes include: initial assessments, goal progress, incident reports, and referrals.
- Exit data includes: participant destinations, income updates, and program satisfaction surveys.

#### **DOCUMENTATION & SECURITY**

- All records are stored securely and accessible only to authorized personnel.
- HMIS licenses are required for the Program Director, Case Manager, and Admin Assistant to ensure accurate data entry.

### PERFORMANCE MEASUREMENT

Metric	<b>Target Outcome</b>
Available Beds	30
Bed Occupancy Rate	90%
Safe Exits (to stable housing)	50%
Permanent Housing Exits	54
Annual Participants Served	215
Average Stay Before Housing Exit	90 days

#### RAMP DOWN PROCESS

The Service Provider will maintain 24/7 operations throughout the term of the Agreement. They will also provide the City with a list of positions and FTEs required to sustain operations during the ramp-down process. Staffing levels must remain sufficient to ensure safe and effective operations.

If staffing levels decline due to resignation, termination, or any other form of departure, the Service Provider must immediately notify the City immediately and submit a plan to maintain operational continuity.

#### **EXHIBIT B**

# SCHEDULE OF FEES AND EXPENSES Service Agreement between City of Fresno (the City) and Turning Point of Central California (Service Provider)

#### COMPENSATION

In no event shall compensation paid for services performed under this Agreement be in excess of Eight hundred ninety thousand, one hundred sixty-eight dollars and seventy-eight cents (\$890,168.78). Unexpended funds will not be carried over into any additional one (1) year extensions.

#### MAINTENANCE

The Service Provider shall act as the onsite property manager and is responsible for inspecting and maintaining the Property in a clean and well-maintained condition. This includes, but is not limited to, routine cleaning, lawn care, health and safety equipment, general repairs, and emergency repairs.

For major facility repairs exceeding \$500, such as those related to equipment, appliances, fixtures or plumbing, the Service Provider must provide documentation of repair quotes to the property owner. The Service Provider shall be responsible for funding and completing these repairs, unless otherwise specified.

The Service Provider must obtain prior written approval from the property owner before authorizing any single repair over Five Thousand Dollars (\$5,000). No new construction is permitted.

The Service Provider shall be responsible for coverage of the HVAC system, major plumbing issues and all structural repairs to the property, such as foundation, structural walls, roof and any other structural components, unless caused by negligence or misuse by the client or Service Provider.

The facility must comply with all shelter and housing habitability standards as outlined 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 30th calendar day after the expiration of each calendar month.

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

#### **BUDGET DETAILS**

GL Description	Budgeted FTE	Final Budget
10-5010 ADMINISTRATIVE ASSISTANT	0.10	4,896.96
10-5130 CASE MANAGER	1.70	75,117.36
10-5400 MAINTENANCE WORKER	0.30	12,586.03
10-5405 MAINTENANCE SUPERVISOR	0.08	5,049.78
10-5580 PROGRAM BOOKKEEPER	0.35	14,843.01
10-5610 PROGRAM DIRECTOR	1.00	78,168.52
10-5762 MONITOR	4.50	186,249.14
10-5910 F.I.C.A.		30,513.10
10-5920 S.U.I.		6,291.71
10-5930 WORKERS COMP INSURANCE		38,034.88
10-5940 RETIREMENT		11,965.92
10-5950 HEALTH INSURANCE		30,600.01
10-5960 DENTAL INSURANCE		2,400.72
10-5980 ACCRUED PAID LEAVE		21,953.27
10-5990 OTHER BENEFITS		518.52

10-6030 VEHICLE INSURANCE	2,500.00
10-6040 VEHICLE FUEL	1,000.00
10-6050 VEHICLE MAINTENANCE	1,500.00
10-6060 STAFF MILEAGE	500.00
10-6110 OFFICE SUPPLIES	2,000.00
10-6115 SOFTWARE & COMPUTER SUPPORT	150.00
10-6120 PROGRAM SUPPLIES	150.00
10-6122 PROGRAM SUPPLIES-MEDICAL	500.00
10-6130 HOUSE SUPPLIES	3,500.00
10-6150 FOOD	68,400.00
10-6190 EXPENDABLE EQUIPMENT	8,500.00
10-6230 EQUIPMENT MAINTENANCE	1,000.00
10-6240 EXPENDABLE FURNITURE	5,000.00
10-6243 GENERAL SUPPLIES	10,500.00
10-6244 JANITORIAL SUPPLIES & SERVICES	8,500.00
10-6310 BUILDING RENT (INTER- COMPANY)	76,540.41
10-6330 BUILDING MAINTENANCE	10,000.00
10-6340 COMMUNICATIONS	4,800.00
10-6350 UTILITIES	47,000.00
10-6360 DUES & SUBSCRIPTIONS	150.00
10-6370 INSURANCE	11,000.00
10-6380 LICENSES	3,000.00
10-6390 SECURITY	1,140.00
	20

10-6400 POSTAGE		275.00
10-6420 PHOTOCOPY (OTHER)		1,500.00
10-6430 OUTSIDE PRINTING		200.00
10-6435 OUTSIDE SERVICES		3,500.00
10-6440 STAFF EDUCATIONAL EXPENSE		2,000.00
10-6460 AUDIT EXPENSE		1,000.00
10-6470 RECRUITMENT		500.00
10-6482 HRIS & PR PROCESSING		5,250.00
10-6510 STAFF MEETINGS		500.00
10-6520 EMPLOYER - EMPLOYEE RELATIONS		1,500.00
10-7010 CLIENT ACTIVITIES/RECREATION		1,300.00
10-7015 CLIENT TRANSPORTATION		300.00
10-7020 CLIENT PERSONAL NEEDS		1,000.00
10-7021 CLIENT CLOTHING & HYGIENE		2,500.00
10-7022 CLIENT EMPLOYEMENT SUPPORT		100.00
10-8050 DEPRECIATION EXPENSE		1,200.00
10-8110 MISCELLANEOUS EXPENSE		100.00
Subtotal	8.03	809,244.35
Total Administrative Expense	10%	80,924.43
Total Operating		890,168.78

**Monthly Report** – The Service Provider shall submit monthly income and expense reports detailing the management and operation of the Project. Reports must be submitted in the

Service Provider's standard format, as approved by the City, no later than the 30th calendar day following the end of each calendar month.

Performance Period	Monthly Report Due	
July 1, 2025 – July 31, 2025	August 30, 2025	
August 1, 2025 – August 31, 2025	September 30, 2025	
September 1, 2025 – September 30, 2025	October 30, 2025	
October 1, 2025 – October 31, 2025	November 30, 2025	
November 1, 2025 – November 30, 2025	December 30, 2025	
December 1, 2025 – December 31, 2025	January 30, 2026	
January 1, 2026 – January 31, 2026	February 30, 2026	
February 1, 2026 – February 28, 2026	March 30, 2026	
March 1, 2026 – March 31, 2026	April 30, 2026	
April 1, 2026 – April 30, 2026	May 30, 2026	
May 1, 2026 – May 31, 2026	June 30, 2026	
June 1, 2026 – June 30, 2026	July 30, 2026	

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

Performance Period	Annual Report Due
July 1, 2025 – June 30, 2026	August 15, 2026

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

**Final Report (End of Term)** – The Service Provider's operational year is defined as July 1st through June 30th for each year in which this Agreement remains in effect. Following the end of the operational year, a final reconciled income and expense report must be submitted by August 15.

**Final Request for Reimbursement** – The Service Provider shall submit the final request for reimbursement no later than August 15, 2025. Expenses not included in the final reconciled income and expense report submitted on August 15 will not be eligible for reimbursement.

#### **EXHIBIT C**

# INSURANCE REQUIREMENTS Service Agreement between City of Fresno (City) and Turning Point of Central California (Service Provider)

Coverage shall be at least as broad as:

- 1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
- 2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
- 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4. 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 the 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:

- 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.
- 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.
- 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. The 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 26 04 13.

- 2. The coverage shall contain no special limitations on the scope of protection afforded to the 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.
- 5. 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 the CITY, its officers, officials, employees, agents and volunteers.
- 6. 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 the 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 the 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 claimsmade 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 claimsmade 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 the 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 be solely responsible for ensuring that its subcontractors maintain the insurance coverage required herein.

### VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish the 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 the 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 Turning Point of Central California

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?		X
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?		X
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?		x
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?		X
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?		X
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?		X
* If t	he answer to any question is yes, please explain in full below.		
xplar	nation:    Signature   Kyan Banks   Signature   Signat		_
	Name		_
	Turning Point of Ce	ntral Cal	ifornia, I
	Company		
	615 S. Atwood Stree	t	
	Address		
Addi	tional page(s) attached. Visalia, CA, 93277		
	City, State, Zip		=