

AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of September, 2020, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and , **MARJAREE MASON CENTER, INC.** a Private Non-Profit Organization and whose address is 1600 M St, Fresno, CA 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, Welfare and Institutions (W&I) Code Section 18290 et seq. provides that funds generated through marriage license fees be disbursed to qualified shelter-based domestic violence programs within the County; and

WHEREAS, Penal Code 1203.097 provides that funds generated through the collection of probation fines from those involved with domestic violence crimes as described in Family Code 6211 shall be disbursed to a qualified shelter-based domestic violence programs within the County; and

WHEREAS, Penal Code 1463.27(a) provides that funds generated from fines imposed upon those convicted of specified crimes of domestic violence be used to fund domestic violence prevention programs that focus on assisting immigrants, refugees, or persons who live in rural counties and allows counties with existing domestic violence prevention programs to assist current domestic violence prevention programs; and

WHEREAS, COUNTY holds funds generated by marriage license fees, probation fines, and conviction fines all in the COUNTY Domestic Violence Special Revenue Fund, which are designated to be distributed to qualified shelter-based programs within Fresno County; and

WHEREAS, CONTRACTOR desires to provide a shelter-based domestic violence program within Fresno County; and

WHEREAS, COUNTY has certified that CONTRACTOR meets the service requirements set forth in section 18294 of the W&I Code.

THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

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1 1. OBLIGATIONS

2 CONTRACTOR and COUNTY shall be held responsible for all services as set forth in Exhibit
3 A, Summary of Services, attached hereto and by this reference incorporated herein.

4 2. TERM

5 The term of this Agreement shall be for a period of one (1) year, commencing on October 1,
6 2020 through and including September 30, 2021. This Agreement may be extended for four (4)
7 additional consecutive twelve (12) month periods upon written approval of both parties no later than
8 thirty (30) days prior to the first day of the next twelve (12) month extension period. The DSS Director or
9 his or her designee is authorized to execute such written approval on behalf of COUNTY based on
10 CONTRACTOR meeting the service requirements set forth in W&I Code 18294.

11 3. TERMINATION

12 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided
13 hereunder, are contingent on the approval of funds by the appropriating government agency. Should
14 sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at
15 any time by giving the CONTRACTOR thirty (30) days advance written notice.

16 B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement
17 in whole or in part, where in the determination of the COUNTY there is:

- 18 1) An illegal or improper use of funds;
19 2) A failure to comply with any term of this Agreement;
20 3) A substantially incorrect or incomplete report submitted to the COUNTY; or
21 4) Improperly performed service.

22 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
23 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall
24 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
25 default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the
26 COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of
27 the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR
28 shall promptly refund any such funds upon demand.

1 C. Without Cause - Under circumstances other than those set forth above, this Agreement
2 may be terminated by CONTRACTOR or COUNTY or COUNTY's DSS Director, or designee, upon the
3 giving of thirty (30) days advance written notice of an intention to terminate to the other party.

4 4. ALLOCATION OF FUNDS

5 A. Quarterly Payment - Beginning with the term beginning October 1, 2020, COUNTY shall
6 pay to CONTRACTOR the available accrued funds in the COUNTY Domestic Violence Special Revenue
7 Fund on a quarterly basis (October 1, January 1, April 1, and July 1). The payments shall consist only of
8 the available money deposited in the Domestic Violence Special Fund pursuant to W&I Code section
9 18305, Penal Code 1203.097 and Penal Code 1463.27(a). The payments are subject to the 8%
10 administrative fee described in paragraph 4 (C) of this Agreement. COUNTY shall use reasonable efforts
11 to make quarterly payments within thirty (30) days following the end of each three (3) month quarter. In
12 no event shall COUNTY pay any amount to CONTRACTOR in excess of such available in the Domestic
13 Violence Special Revenue Fund minus the 8% administrative fee. COUNTY makes no warranty regarding
14 existence of funds or amount of funds available in the Domestic Violence Special Revenue Fund.

15 B. CONTRACTOR understands that funding may be split with other new and/or eligible
16 Domestic Violence Shelters who are compliant with all provisions of W&I Code 18294.

17 C. COUNTY Administrative Fee - Notwithstanding subparagraph 4 (A) above, COUNTY shall
18 retain an administrative fee of not more than eight percent (8%) of the funds in the Domestic Violence
19 Special Revenue Fund as set forth in W&I Code Section 18305.

20 D. Termination or Expiration - In the event that this Agreement expires or is terminated without
21 cause during a quarterly payment period, COUNTY shall pay only those funds accrued up to the date of
22 termination or expiration. In the event that COUNTY terminates for breach, COUNTY reserves all rights
23 to withhold any and all payment in response to such breach by CONTRACTOR.

24 5. INDEPENDENT CONTRACTOR

25 In performance of the work, duties and obligations assumed by CONTRACTOR under this
26 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
27 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
28 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,

1 employee, joint venture, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
2 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work
3 and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
4 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

5 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules
6 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

7 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no
8 right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely
9 liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits.
10 In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters
11 relating to payment of CONTRACTOR'S employees, including compliance with Social Security
12 withholding and all other regulations governing such matters. It is acknowledged that during the term of
13 this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this
14 Agreement.

15 6. NON-ASSIGNMENT

16 Neither party shall assign, transfer or subcontract this Agreement nor their rights or duties
17 under this Agreement without the prior written consent of the other party.

18 7. HOLD HARMLESS

19 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend
20 the COUNTY, its officers, agents, and employees from any and all costs and expenses (including
21 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in
22 connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or
23 employees under this Agreement, and from any and all costs and expenses (including attorney's fees and
24 costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation
25 who may be injured or damaged by the performance, or failure to perform, of CONTRACTOR, its officers,
26 agents, or employees under this Agreement.

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1 8. INSURANCE

2 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
3 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
4 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
5 Joint Powers Agreement (JPA) throughout the term of the Agreement:

6 A. Commercial Liability

7 Commercial General Liability Insurance with limits of not less than Two Million Dollars
8 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
9 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
10 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
11 liability or any other liability insurance deemed necessary because of the nature of this contract.

12 B. Automobile Liability

13 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
14 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
15 used in connection with this Agreement.

16 C. Professional Liability

17 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.)
18 in providing services, Professional Liability Insurance with limits of not less than One Million Dollars
19 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

20 D. Worker's Compensation

21 A policy of Worker's Compensation insurance as may be required by the California Labor
22 Code.

23 E. Child Abuse/Molestation and Social Services Coverage

24 Child Abuse/Molestation and Social Services liability insurance or a specific endorsement on their General
25 Commercial liability policy covering Child Abuse/Molestation and Social Services Liability. The policy limits
26 for these policies shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars
27 (\$2,000,000) annual aggregate. The policy shall be on a per occurrence basis.

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1 F. Additional Requirements Relating to Insurance

2 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance
3 naming the COUNTY, its officers, agents, and employees, individually and collectively, as additional insured,
4 but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured
5 shall apply as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its
6 officers, agents and employees shall be excess only and not contributing with insurance provided under
7 CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without a minimum of
8 thirty (30) days advance written notice given to COUNTY.

9 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
10 employees any amounts paid by the policy of worker's compensation insurance required by this Agreement.
11 CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be necessary to
12 accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under this paragraph is
13 effective whether or not CONTRACTOR obtains such an endorsement.

14 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
15 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the
16 foregoing policies, as required herein, to the County of Fresno, P.O. Box 1912, Fresno, CA 93718-1219,
17 Attention: Contract Analyst, stating that such insurance coverage has been obtained and is in full force; that
18 the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the
19 policies; that for such worker's compensation insurance the CONTRACTOR has waived its right to recover
20 from the COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that
21 waiver does not invalidate the insurance policy; that for such worker's compensation insurance the
22 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any
23 amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such
24 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,
25 individually and collectively, as additional insured, but only insofar as the operations under this Agreement
26 are concerned; that such coverage for additional insured shall apply as primary insurance and any other
27 insurance, or self insurance, maintained by COUNTY, its officers, agents and employees, shall be excess
28 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this

1 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice
2 given to COUNTY.

3 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
4 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement
5 upon the occurrence of such event.

6 All policies shall be issued by admitted insurers licensed to do business in the State of California,
7 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC
8 VII or better.

9 9. SUBCONTRACTS

10 CONTRACTOR shall obtain written approval from COUNTY or COUNTY's DSS Director, or
11 designee before subcontracting any of the services delivered under this Agreement. Any transferee, assignee
12 or subcontractor will be subject to all applicable provisions of this Agreement, and all applicable State and
13 Federal regulations. CONTRACTOR shall be held primarily responsible by COUNTY for the performance of
14 any transferee, assignee or subcontractor unless otherwise expressly agreed to in writing by COUNTY. The
15 use of subcontractor by CONTRACTOR shall not entitle CONTRACTOR to any additional compensation
16 than is provided for under this Agreement.

17 10. CONFLICT OF INTREST

18 No officer, employee or agent of the COUNTY who exercises any function or responsibility for
19 planning and carrying out of the services provided under this Agreement shall have any direct or indirect
20 personal financial interest in this Agreement. In addition, no employee of the COUNTY shall be employed by
21 the CONTRACTOR under this Agreement to fulfill any contractual obligations with the COUNTY. The
22 CONTRACTOR shall comply with all Federal, State of California and local conflict of interest laws, statutes
23 and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any
24 officer, employee, or agent of the COUNTY

25 11. NON-DISCRIMINATION

26 During the performance of this Agreement CONTRACTOR shall not unlawfully discriminate
27 against any employee or applicant for employment, or recipient of services, because of ethnic group
28 identification, gender, gender identity, gender expression, sexual orientation, color, physical disability, mental

1 disability, medical condition, national origin, race, ancestry, marital status, religion, or religious creed,
2 pursuant to all applicable State of California and Federal statutes and regulations.

3 **12. LIMITED ENGLISH PROFICIENCY**

4 CONTRACTOR shall provide interpreting and translation services to persons participating in
5 CONTRACTOR's services who have limited or no English language proficiency, including services to persons
6 who are deaf or blind. Interpreter and translation services shall be provided as necessary to allow such
7 participants meaningful access to the programs, services and benefits provided by CONTRACTOR.
8 Interpreter and translation services, including translation of CONTRACTOR's "vital documents" (those
9 documents that contain information that is critical for accessing CONTRACTOR's services or are required by
10 law) shall be provided to participants at no cost to the participant. CONTRACTOR shall ensure that any
11 employees, agents, subcontractor, or partners who interpret or translate for a program participant, or who
12 directly communicate with a program participant in a language other than English, demonstrate proficiency
13 in the participants' language and can effectively communicate any specialized terms and concepts peculiar
14 to CONTRACTOR's services.

15 **13. CLEAN AIR AND WATER**

16 In the event the funding under this Agreement exceeds One Hundred Thousand and No/100
17 Dollars (\$100,000), CONTRACTOR shall comply with all applicable standards, orders or requirements issued
18 under the Clear Air Act contained in 42 U.S. Code 7601 et seq; the Clean Water Act contained in 33 U.S.
19 Code 1368 et seq.; and any standards, laws and regulations, promulgated thereunder. Under these laws and
20 regulations, CONTRACTOR shall assure:

21 A. No facility shall be utilized in the performance of the Agreement that has been listed on the
22 Environmental Protection Agency (EPA) list of Violating Facilities;

23 B. COUNTY shall be notified prior to execution of this Agreement of the receipt of any
24 communication from the Director, Office of Federal Activities, U.S. EPA indicating that a facility to be utilized
25 in the performance of this Agreement is under consideration to be listed on the EPA list of Violating Facilities;

26 C. COUNTY and U.S. EPA shall be notified about any known violation of the above laws and
27 regulations; and

28 D. This assurance shall be included in every nonexempt subgrant, contract, or subcontract.

1 14. DRUG-FREE WORKPLACE REQUIREMENTS

2 For purposes of this paragraph, CONTRACTOR will be referred to as the “grantee.” By drawing
3 funds against this grant award, the grantee is providing the certification that is required by regulations
4 implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. These regulations require
5 certification by grantees that they will maintain a drug-free workplace. False certification or violation of the
6 certification shall be grounds for suspension of payments, suspension or termination of grants, or government
7 wide suspension or debarment. CONTRACTOR shall also comply with the requirements of the Drug-Free
8 Workplace Act of 1990 (California Government Code section 8350 et seq.)

9 A. COUNTY and CONTRACTOR recognize that CONTRACTOR is a recipient of State
10 funds under the terms of this Agreement. By signing this Agreement, CONTRACTOR agrees to notify
11 COUNTY of any past, present, or future Federal suspension or debarment. By signing this Agreement,
12 CONTRACTOR attests to the best of its knowledge and belief, that it and its principals:

13 1) Are not presently debarred, suspended, proposed for debarment, declared
14 ineligible, or voluntarily excluded by any Federal department or agency; and

15 2) Shall not knowingly enter into any covered transaction with an entity or person
16 who is proposed for debarment under Federal regulations, debarred, suspended, declared ineligible, or
17 voluntarily excluded from participation in such transaction.

18 B. CONTRACTOR shall provide immediate written notice to COUNTY if at any time
19 during the term of this Agreement CONTRACTOR learns that the representations it makes above were
20 erroneous when made or have become erroneous by reason of changed circumstances.

21 C. CONTRACTOR shall include a clause titled “Certification Regarding Debarment,
22 Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” and similar in
23 nature to this paragraph in all lower tier covered transactions and in all solicitations for lower tier covered
24 transactions.

25 D. CONTRACTOR shall, prior to soliciting or purchasing goods and services in
26 excess of \$25,000 funded by this Agreement, review and retain the proposed vendor’s suspension and
27 debarment status at <https://sam.gov/SAM/>.

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1 15. CONFIDENTIALITY

2 All services performed by CONTRACTOR under this Agreement shall be in strict conformance
3 with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

4 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS

5 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
6 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to
7 operate as a corporation.

8 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
9 transactions that they are a party to while CONTRACTOR is providing goods or performing services under
10 this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
11 and in which one or more of its directors has a material financial interest. Members of the Board of
12 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
13 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by
14 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
15 immediately thereafter.

16 17. AUDITS AND INSPECTIONS

17 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY
18 may deem necessary, make available to the COUNTY for examination all of its records and data with
19 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the
20 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
21 CONTRACTOR'S compliance with the terms of this Agreement.

22 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject
23 to the examination and audit of the Auditor General for a period of three (3) years after final payment
24 under contract (Government Code Section 8546.7).

25 In addition, CONTRACTOR shall cooperate and participate with COUNTY's fiscal review
26 process and comply with all final determinations rendered by the COUNTY's fiscal review process. If
27 COUNTY reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result
28 in the disallowance of payment for services rendered; or in additional controls to the delivery of services,

1 or in the termination of this Agreement, at the discretion of COUNTY's DSS Director or designee. If as a
2 result of COUNTY's fiscal review process a disallowance is discovered due to CONTRACTOR's
3 deficiency, CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to
4 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the
5 discretion of COUNTY's DSS Director or designee. In addition, COUNTY shall have the sole discretion in
6 the determination of fiscal review outcomes, decisions and actions.

7 18. FRATERNIZATION

8 CONTRACTOR shall establish procedures addressing fraternization between
9 CONTRACTOR's staff and clients. Such procedures will include provisions for informing CONTRACTOR's
10 staff and clients regarding fraternization guidelines.

11 19. STATE ENERGY CONSERVATION

12 CONTRACTOR must comply with the mandatory standard and policies relating to energy
13 efficiency which are contain in the State Energy Conservation Plan issued in compliance with 42 United
14 States (US) Code sections 6321, et. seq.

15 20. CHARITABLE CHOICE

16 CONTRACTOR may not discriminate in its program delivery against a client or potential
17 client on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to actively
18 participate in a religious practice. Any specifically religious activity or service made available to individuals
19 by the CONTRACTOR must be voluntary as well as separate in time and location from COUNTY funded
20 activities and services. CONTRACTOR shall inform COUNTY as to whether it is faith-based. If
21 CONTRACTOR identifies as faith-based, they must submit to DSS a copy of its policy on referring
22 individuals to alternate treatment CONTRACTOR and include a copy of this policy in their client admission
23 forms. The policy must inform individuals that they may be referred to an alternative provider if they object
24 to the religious nature of the program and include a notice to DSS. Adherence to this policy will be
25 monitored during site reviews, and a review of client files. If CONTRACTOR identifies as faith-based, by
26 July 1 of each year CONTRACTOR will be required to report to DSS the number of individuals who
27 requested referrals to alternate providers based on religious objection.

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1 21. NOTICES

2 The persons and their addresses having authority to give and receive notices under this
3 Agreement include the following:

4 COUNTY

5 Director, COUNTY OF FRESNO
6 Department of Social Services
7 P.O. Box 1912
8 Fresno, CA 93718

CONTRACTOR

 Nicole Linder
 Marjaree Mason Center
 1600 M St,
 Fresno, CA 93721

8 All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must
9 be in writing and delivered either by personal service, by first-class United States mail, by an overnight
10 commercial courier service, telephone facsimile, or by electronic mail. A notice delivered by personal service
11 is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three
12 COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
13 A notice delivered by an overnight commercial courier service is effective one COUNTY business day after
14 deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given
15 for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when
16 transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY
17 business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY
18 business day), provided that the sender maintains a machine record of the completed transmission. For all
19 claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any
20 claims presentation requirements or procedures provided by law, including but not limited to the Government
21 Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

22 22. GOVERNING LAW

23 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
24 California.

25 The rights and obligations of the parties and all interpretation and performance of this
26 Agreement shall be governed in all respects by the laws of the State of California.

27 23. CHANGE OF LEADERSHIP/MANAGEMENT

28 In the event of any change in the status of CONTRACTOR's leadership or management,

1 CONTRACTOR shall provide written notice to COUNTY within thirty (30) days from the date of change. Such
2 notification shall include any new leader or manager's name, address and qualifications. "Leadership or
3 management" shall include any employee, member, or owner of CONTRACTOR who either a) directs
4 individuals providing services pursuant to this Agreement, b) exercises control over the manner in which
5 services are provided, or c) has authority over CONTRACTOR's finances.

6 24. LOBBYING ACTIVITY

7 None of the funds provided under this Agreement shall be used for publicity, lobbying or
8 propaganda purposes designed to support or defeat legislation pending in the Congress of the United States
9 of America or the Legislature of the State of California.

10 25. SEVERABILITY

11 The provisions of this Agreement are severable. The invalidity or unenforceability of any one
12 provision in the Agreement shall not affect the other provisions.

13 26. ENTIRE AGREEMENT

14 This Agreement constitutes the entire agreement between the CONTRACTOR and COUNTY
15 with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals,
16 commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless
17 expressly included in this Agreement

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year
2 first hereinabove written.

3 **CONTRACTOR:**
4 **MARJAREE MASON CENTER**

COUNTY OF FRESNO

5 By: Nicole Linder

By: Ernest Buddy Mendes

7 Print Name: Nicole Linder

Ernest Buddy Mendes, Chairman of the Board of
Supervisors of the County of Fresno

9 Title: 8/20/2020

ATTEST:

11 By: Marcus Martin

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

13 Print Name: Marcus Martin

By: Diana Cuyler
Deputy

14 Title: Director of Finance

17 Mailing Address:
18 1600 M St.
19 Fresno, CA 93721
20 Contact: Nicole Linder

21 **FOR ACCOUNTING USE ONLY:**

22 Account No.: 7870
23 ORG No.: 56107001
24 Fund/Subclass: 0001/10000

25 DEN:dw
26
27
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SUMMARY OF SERVICES

ORGANIZATION: Marjaree Mason Center
ADDRESS: 1600 M St, Fresno, CA 93721
TELEPHONE: (559) 237-4706
CONTACT: Nicole Linder
EMAIL: Nicole@mmcenter.org
CONTRACT: Domestic Violence Shelter
CONTRACT TERM: October 1, 2020, - September 30, 2021
October 1, 2021, - September 30, 2022 (Optional)
October 1, 2022, - September 30, 2023 (Optional)
October 1, 2023, - September 30, 2024 (Optional)
October 1, 2024, - September 30, 2025 (Optional)

SUMMARY OF SERVICES: CONTRACTOR shall provide shelter based domestic violence services as set forth in section 18294 of the W&I Code and to the extent possible provide the services set forth in W&I Code section 18295. CONTRACTOR shall provide or arrange shelter based domestic violence services to residents of Fresno County at confidential locations as deemed appropriate by the CONTRACTOR. All services shall comply with all provisions of Chapter 5 of Part 6 of Division 9 of the W&I Code, otherwise known as the Domestic Violence Shelter-Based Programs Act.

Required Services Provided by Contractor

CONTRACTOR must provide all the following:

A. Required Shelter Services:

1. Shelter operates on 24 hours a day, seven days a week basis;
2. A 24 hours a day, seven days a week telephone hotline for crisis calls;
3. Temporary housing and food facilities;
4. Psychological support and peer counseling provided in accordance with Section 1037.1 of the Evidence Code;
5. Referrals to existing services in the community;
6. A drop-in center that operates during normal business hours to assist victims of domestic violence who have a need for support services;
7. Arrangements for school-age children to continue their education during their stay at the domestic violence shelter-based program; and
8. Emergency transportation as feasible.

B. Required Referral Services:

1. Medical care,
2. Legal assistance,
3. Psychological support and counseling, and
4. Information regarding other available social services.

C. Required Partnerships:

1. The staff of the domestic violence shelter-based program shall work with the following agencies in an advocacy capacity for those served:
 - a) Social Services,

- b) Schools, and
- c) Law enforcement.

CONTRACTOR RESPONSIBILITIES

A. Personnel

Contractor shall serve a variety of cultural backgrounds, to the extent feasible. A portion of personnel shall be bilingual. An effort shall be made to recruit formerly battered persons as staff members.

B. Reporting

1. Contractor shall maintain the following:

- a) Annual fiscal report to be presented to the COUNTY Board of Supervisors (BOS) every January
- b) BOS Annual report that shall include the following:
 - I. The total number of persons requesting services;
 - II. The number of persons served, by each type of service provided; and
 - III. Description of the social and economic characteristics of persons receiving services, by type of service provided.

COUNTY RESPONSIBILITIES

County will distribute Contractors portion of the Marriage License Fees funds on a quarterly basis.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

(1) Company Board Member Information:

Name:		Date:	
Job			

(2) Company/Agency Name and Address:

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(3) Disclosure (Please describe the nature of the self-dealing transaction you are a

--

(4) Explain why this self-dealing transaction is consistent with the requirements of

--

(5) Authorized Signature

Signature: <i>Nicole Linder</i>	Date: <i>8/20/2020</i>
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