

MEMORANDUM OF UNDERSTANDING

Marjaree Mason Center, Inc. and the County of Fresno, through its Sheriff's Office

This Memorandum of Understanding (MOU) is made and entered into this 22nd day of May 2021, by and between **Marjaree Mason Center, Inc., a California non-profit corporation (MMC) and the County of Fresno, a political subdivision of the State of California (COUNTY), through its Sheriff's Office (Sheriff's Office).**

1. The Sheriff's Office shall reimburse the MMC up to \$100,000 for services rendered by MMC during the period of 3/31/2021 to 1/31/2022, as set forth in accordance with the State of California Board of State and Community Corrections Coronavirus Emergency Supplemental Funding (CESF) Program grant agreement (Grant Agreement) awarded to COUNTY, a copy of which has been provided to MMC, and is incorporated by this reference. COUNTY's obligation to make such payments to MMC is subject to COUNTY's actual receipt of grant monies pursuant to the Grant Agreement and MMC's compliance with the terms of the Grant Agreement and this MOU.
2. MMC shall closely coordinate the following services: providing victims with emergency shelter, food and support services, as well as provide the resources to purchase equipment that will allow all staff to work from home, as necessary, due to COVID-19, with the Sheriff's Office, as set forth in accordance with the Grant Agreement. MMC shall submit monthly invoices to the Sheriff's Office.
3. **HOLD HARMLESS:** MMC agrees to indemnify, save, hold harmless and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform by MMC, its officers, agents, or employees under this MOU, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or

1 corporation who may be injured or damaged by the performance, or failure to perform, of MMC,
2 its officers, agents, or employees under this MOU.

3 The provisions of this Section 3 shall survive termination of this MOU.

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5 **4. INSURANCE**

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

10 a. **Commercial General Liability**

11 Commercial General Liability Insurance with limits of not less than Two Million Dollars
12 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars
13 (\$4,000,000.00). This policy shall be issued on a per occurrence basis. COUNTY may
14 require specific coverages including completed operations, products liability, contractual
15 liability, Explosion-Collapse-Underground, fire legal liability or any other liability
16 insurance deemed necessary because of the nature of this contract.

17 b. **Automobile Liability**

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

21 c. **Professional Liability**

22 If MMC employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
23 providing services, Professional Liability Insurance with limits of not less than One Million
24 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual
25 aggregate. MMC agrees that it shall maintain, at its sole expense, in full force and effect
for a period of three (3) years following the termination of this MOU, one or more policies
of professional liability insurance with limits of coverage as specified herein.

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d. Worker's Compensation

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

e. Molestation

Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

Additional Requirements Relating to Insurance

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

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

Within Thirty (30) days from the date MMC signs and executes this MOU, MMC shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, County of

1 Fresno Sheriff's Office Administrative Services Director, 2200 Fresno Street; Fresno,
2 California 93721, stating that such insurance coverage have been obtained and are
3 in full force; that the County of Fresno, its officers, agents and employees will not
4 be responsible for any premiums on the policies; that for such worker's
5 compensation insurance MMC has waived its right to recover from the COUNTY, its
6 officers, agents, and employees any amounts paid under the insurance policy and
7 that waiver does not invalidate the insurance policy; that such Commercial General
8 Liability insurance names the County of Fresno, its officers, agents and employees,
9 individually and collectively, as additional insured, but only insofar as the operations
10 under this MOU are concerned; that such coverage for additional insured shall
11 apply as primary insurance and any other insurance, or self-insurance, maintained
12 by COUNTY, its officers, agents and employees, shall be excess only and not
13 contributing with insurance provided under MMC's policies herein; and that this
14 insurance shall not be cancelled or changed without a minimum of thirty (30) days
15 advance, written notice given to COUNTY.

16 In the event MMC fails to keep in effect at all times insurance coverage as
17 herein provided, the COUNTY may, in addition to other remedies it may have,
18 suspend or terminate this MOU upon the occurrence of such event.

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

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23 5. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
24 assumed by MMC under this MOU, it is mutually understood and agreed that MMC, including
25 any and all of MMC's officers, agents, and employees will at all times be acting and performing
as an independent contractor, and shall act in an independent capacity and not as an officer,

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

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

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

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18 6. NON ASSIGNMENT: Neither party shall assign, transfer, or subcontract this MOU, nor their
19 rights or duties under this MOU without the prior written consent of the other party.

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21 7. AUDITS AND INSPECTIONS: MMC shall at any time during business hours, and as often
22 as the COUNTY may deem necessary, make available to the COUNTY for examination all of its
23 records and data with respect to the matters covered by this MOU. MMC shall, upon request by
24 the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary
25 to ensure MMC's compliance with the terms of this MOU.

1 If this MOU exceeds ten thousand dollars (\$10,000.00), MMC shall be subject to the
2 examination and audit of the California State Auditor for a period of three (3) years after final
3 payment under contract (Government Code Section 8546.7).

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5 8. GOVERNING LAW: Venue for any action arising out of or related to this MOU shall only be
6 in Fresno County, California.

7 The rights and obligations of the parties and all interpretation and performance of this MOU
8 shall be governed in all respects by the laws of the State of California.

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10 9. TERMINATION

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

16 b) Breach of Contract - The COUNTY may immediately suspend or terminate
17 this MOU in whole or in part, where in the determination of the COUNTY
18 there is:

- 19 i. An illegal or improper use of funds;
- 20 ii. A failure to comply with any term of this MOU;
- 21 iii. A substantially incorrect or incomplete report submitted to the
22 COUNTY;
- 23 iv. Improperly performed service.

24 c) In no event shall any payment by the COUNTY constitute a waiver by the
25 COUNTY of any breach of this MOU or any default which may then exist on
the part of MMC. Neither shall such payment impair or prejudice any
remedy available to the COUNTY with respect to the breach or default. The

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COUNTY shall have the right to demand of MMC the repayment to the COUNTY of any funds disbursed to MMC under this MOU, which in the judgment of the COUNTY were not expended in accordance with the terms of this MOU. MMC shall promptly refund any such funds upon demand.

d) Without Cause - Under circumstances other than those set forth above, this MOU may be terminated by the COUNTY by giving thirty (30) days advance written notice of an intention to terminate to MMC.

10. ELECTRONIC SIGNATURE: The parties agree that this MOU may be executed by electronic signature as provided in this section. An "electronic signature" means any symbol or process intended by an individual signing this MOU to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to this MOU (1) is deemed equivalent to a valid original handwritten signature of the person signing this MOU for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This MOU is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this MOU with an original handwritten signature.

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

Marjaree Mason Center, Inc.

Nicole Linder

(Authorized Signature)

Nicole Linder/ Executive Director

Print Name & Title
1600 M Street

Fresno, CA 93721

Mailing Address

DATE: 05/06/2021

REVIEWED & RECOMMENDED FOR APPROVAL

Steve Brandau

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

DATE: June 22, 2021

ATTEST:

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

By: *Tricia Cuyf*
Deputy