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**MARJAREE MASON CENTER  
VENDOR SERVICES AGREEMENT**

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This Vendor Services Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_, 20\_\_\_, by and between **MARJAREE MASON CENTER**, a California nonprofit public benefit corporation (referred to herein as “MMC”), and \_\_\_\_\_, a \_\_\_\_\_ (referred to herein as “Contractor”), both of whom are sometimes herein referred to as the “Parties”.

**RECITALS**

**WHEREAS**, MMC desires to engage Contractor to perform vendor services for MMC in reliance on Contractor’s expertise and ability to execute within the timeframe for performance identified by MMC; and

**WHEREAS**, Contractor desires to contract with MMC to perform such services for MMC on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows.

**AGREEMENT**

**ARTICLE I  
OBLIGATIONS OF CONTRACTOR**

**1.1 Duties and Responsibilities.** MMC hereby engages Contractor and Contractor accepts such engagement, as an independent contractor and not as the employee, agent, partner or joint venture of MMC, on the terms and conditions herein. Contractor shall provide such services as are described on the Scope of Work, attached hereto as EXHIBIT A, and incorporated herein by reference, and other tasks and services as necessary (the “Vendor Services”) including without limitation all work incidental to, or necessary to perform, such services, or as may be requested by MMC to timely execute the objectives and activities described therein. In the event that Contractor directly receives a media request for interviews or information related to this Agreement, Contractor shall promptly notify MMC so that it can determine whether there is any applicable notification requirements or confidentiality concerns related to the sources of funding or specific services being provided by Contractor.

**1.2 Professional Standards.** Contractor shall perform all duties under this Agreement in strict compliance with federal, state and local law, rules and regulations, and applicable standards. All work will be done in a competent fashion, and all services are subject to final approval by a representative of MMC. If the services of Contractor are funded by a grant

funding source which requires compliance with specific performance standards, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

**1.3 Non-Discrimination.** In providing the Services under this Agreement, Contractor shall not unlawfully discriminate against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal statutes and regulation.

**1.4 Non-Disclosure.** Unless otherwise required by law, Contractor shall not, without obtaining the prior written consent of MMC, disclose information relating to the business methods, business policies, procedures, techniques or trade secrets, or other knowledge or processes of or developed by MMC, or any other confidential information relating to or dealing with the business operations, activities or affairs of MMC (“Confidential Information”) to persons other than authorized employees of MMC or as required by law.

**1.5 Insurance.** At all times during this Agreement, Contractor shall, at Contractor’s sole cost and expense, carry and maintain comprehensive general liability insurance for the conduct of Contractor’s business at level consistent with the community standard, with a minimum coverage of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000 annual aggregate). Contractor shall provide proof of said comprehensive liability insurance to Client prior to the Effective Date, upon demand, and annually thereafter for the Term of Agreement and shall furnish to MMC such evidence thereof as may be reasonably requested by Contractor. If the services of Contractor are funded by a grant funding source which requires compliance with specific standards for insurance types and levels, to be carried by Contractor as a subcontractor to MMC, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

**1.6 Assumption of Risk.** Except for injury or damage caused by the sole active negligence, recklessness, or willful misconduct of MMC: (i) Contractor hereby assumes the risk of any and all injury and damage to the personnel and property of Contractor in performing the Services; and (ii) Contractor hereby agrees that MMC shall not be liable for injury or damage which may be sustained by the person, goods, or property of Contractor or Contractor’s employees and agents in performing the Services, whether said damage or injury results from conditions arising on the premises of MMC or from other sources. Contractor will release Marjaree Mason Center of any worker’s compensation claims from their employees. This section shall survive the expiration or termination of this Agreement.

## **ARTICLE II** **COMPENSATION**

**2.1 Time Reports and Compensation.** Within [Fifteen (15) days] following providing services, or such other time period as mutually agreed-to by the parties, Contractor shall deliver to MMC a written detailed time report, which shall specifically identify the time spent on performing the Vendor Services and must include a short description of the activities and tasks associated with time carrying out project activities. MMC agrees to compensate Contractor at the

total rate of [\_\_\_\_\_ (\$\_\_\_\_\_) (per \_\_\_\_\_)] for the Vendor Services contemplated herein. No additional considerations will be provided for mileage and/or other costs incurred by the Contractor. MMC will provide payment to Contractor within [Thirty (30) days] of receipt of an uncontested invoice. If the services of Contractor are funded by a grant funding source which requires compliance with specific standards related to time keeping and compensation, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

**2.2 Taxes.** Contractor, as an independent contractor, agrees to pay in a timely manner all social security and other payroll taxes relating to such compensation and Contractor shall have no claim against MMC for vacation pay, sick leave, retirement benefits, Social Security, worker's compensation, disability or unemployment insurance benefits or other employee benefits of any kind.

### **ARTICLE III TERM AND TERMINATION**

**3.1 Term.** The term ("Term") of this Agreement will be [\_\_\_\_\_ (\_\_\_\_\_) months], from [\_\_\_\_\_, 20\_\_, through \_\_\_\_\_, 20\_\_], unless sooner terminated in accordance with the terms hereof.

**3.2 Termination for Cause.** This Agreement may be immediately terminated at any time upon the occurrence of any of the following events:

(a) **Breach.** MMC may immediately suspend or terminate this Agreement in whole or in part, where in the determination of MMC there is:

- (i) An illegal or improper use of funds;
- (ii) A failure to comply with any term of this Agreement;
- (iii) A failure to comply with any term identified on Exhibit B hereto, and incorporated herein by reference, required by a specific grant funding source, for which Contractor is acting as a subcontractor to MMC through this Agreement; or
- (iv) Improperly performed service by Contractor, after notification of such deficiency to Contractor and opportunity for cure, if the defective performance by Contractor is not cured within thirty (30) days from such notice.

In no event shall any payment by MMC constitute a waiver by MMC, of any breach of this Agreement or any default which may then exist on the part of Contractor. Neither shall such payment impair or prejudice any remedy available to MMC with respect to the breach or default. If the services of Contractor are funded by a grant funding source, through which Contractor is acting as a subcontractor to MMC, then MMC shall have the right to demand of Contractor, and Contractor shall repay to MMC, any funds disbursed to Contractor under this Agreement for which MMC serves as the direct grant recipient, which in the judgment of MMC, were not expended in accordance with the terms of this

Agreement, or properly in accordance with the terms of an applicable grant funding source, as identified in EXHIBIT B, attached hereto and incorporated herein by reference.

In the event of termination pursuant to Section 3.2(a)(iii) hereinabove, where the termination is due to a failure of Contractor, acting as a subcontractor to MMC through this Agreement, to perform services in accordance with the specific terms required by a grant funding source as described in Exhibit B, then the grantor, through MMC, may withhold or seek reimbursement for an amount that would otherwise be payable as an offset to, but not in excess of, the grantor's damages caused by such failure. In no event shall any payment by the grantor, through MMC to the Contractor pursuant to this Agreement, constitute a waiver by the grantor or MMC of any breach of this Agreement which may then exist on the part of the Contractor acting as subcontractor to MMC, nor shall such payment impair or prejudice any remedy available to the grantor or MMC with respect to the breach.

Furthermore, if Contractor should be adjudged a bankrupt, or make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should refuse or should fail, except in cases for which an extension of time is provided, to properly perform the Services hereunder in a diligent and conscientious manner, or if Contractor should disregard laws, ordinances or the instructions of MMC made pursuant to this Agreement, then MMC may, without prejudice to any other right or remedy and after giving Contractor Ten (10) days' written notice, terminate this Agreement. Moreover, in the event of the filing of a petition in bankruptcy by or against Contractor, or in the event that Contractor becomes insolvent or makes a general assignment for the benefit of creditors, Contractor shall promptly notify MMC of such, and MMC may terminate this Agreement immediately without notice.

**3.3 Termination Without Cause After Notice from MMC.** Under circumstances other than those set forth above, this Agreement may be terminated by MMC upon the giving of Thirty (30) days advance written notice of an intention to terminate from MMC to Contractor. In such an event, MMC shall pay Contractor all outstanding invoices for Services provided as of the effective date of termination.

**3.4 Termination Concurrent with Grant which is Funding Source for Agreement.** If the services of Contractor are funded by a grant funding source, through which Contractor is acting as a subcontractor to MMC, then this Agreement shall terminate concurrently with the termination of that grant funding source contract, and its termination provisions shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

#### **ARTICLE IV**

#### **CONFLICT OF INTEREST AND COMPLIANCE MATTERS**

**4.1 Legal Compliance and Conflicts of Interest.** During the term of this Agreement, Contractor shall comply, and require its employees and agents 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. To the extent that Contractor has access to any medical information or personal health information, Contractor

agrees to adhere to all federal and state medical privacy and confidentiality laws, including without limitation privacy and security requirements. If the services of Contractor are funded by a grant funding source which requires compliance with specific conflicts of interest and/or compliance standards, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference. At any time, upon written request of MMC, Contractor shall provide a written opinion of its legal counsel that, after a due diligent inquiry, Contractor and its employees and agents are in full compliance with all laws and regulations. The Contractor shall 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, Contractor shall immediately notify MMC of these facts in writing.

#### **4.2 Access to Books and Records.**

(a) Records of Contractor relating to the Services provided hereunder, and pertaining to the projects contemplated by this Agreement shall be kept on a generally recognized accounting basis and shall be available to MMC 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. If the services of Contractor are funded by a grant funding source which requires compliance with specific standards pertaining to books and records and access thereto, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

(b) In addition, all books, documents, papers, and records of Contractor pertaining to the projects undertaken in connection with this Agreement 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 MMC until such action is resolved, or until the end of said time period whichever shall later occur. The obligations of this Section 4.2(b) shall survive expiration or termination of this Agreement.

### **ARTICLE V** **MISCELLANEOUS**

**5.1 Severability.** Each provision of this Agreement is intended to be severable. If any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

**5.2 Governing Law.** This Agreement has been finally executed and delivered in the state of California and all matters affecting its validity and construction shall be determined according to the laws of that state. Further, the place of performance and transaction of business shall be in the County of Fresno, State of California, and in the event of litigation or arbitration, the exclusive venue and place of jurisdiction shall be the County of Fresno, State of California.

**5.3 Force Majeure.** Contractor shall prosecute the Services continuously and diligently and shall complete the Services in a timely manner, subject, however, to extension for a period equivalent to the period of delay by reason of strikes, riots, lockouts, acts of God,

insurrection, restrictive governmental laws or regulations or other cause beyond Contractor's control which it could not have reasonably foreseen and provided against. Contractor shall notify MMC in writing within Five (5) days after Contractor obtains knowledge of, or could have obtained knowledge of, with the exercise of diligence and due care, the event or occurrence which constitutes the cause of the excusable delay.

**5.4 Remedies; No Waiver.** All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by either party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by either party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

**5.5 Ownership of Data and Intellectual Property.** All data collected or developed during the performance of this Agreement shall be owned by MMC. The Contractor may retain a copy of such data. The Contractor shall promptly comply with MMC's requests for access to any such data. MMC shall review and approve publications of data prior to public release to ensure data integrity and confidentiality. All intellectual property associated with publications, media, and publicly distributed documents produced by Contractor hereunder shall belong to MMC. If the services of Contractor are funded by a grant funding source which requires compliance with specific standards related to data ownership and/or intellectual property, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference.

**5.6 Incorporation of Specific Grant Funding Source Provisions.** If the services of Contractor are funded by a grant funding source which requires compliance with specific standards, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference. In the circumstances where MMC is obligated by that grant funding source to require that its subcontractors, as well its own employees, agents, and Contractor in Contractor's contracted capacity, comply with certain specific provisions of that grant funding source contract, then as a material term to this Agreement the Contractor agrees to so comply and adhere to those requirements, as an express provision of this Agreement. Contractor's obligations pursuant to this Section 5.6 shall survive the expiration or termination of this Agreement and the grant funding source contract; the expiration or termination of the grant funding source contract shall have no effect on Contractor's obligations under this Section 5.6.

**5.7 Authorization for Agreement.** The execution and performance of this Agreement by MMC and Contractor have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of Contractor and MMC in accordance with its terms.

**5.8 Assignment.** Neither party shall assign this Agreement, or any portion hereof or any monies due or to become due hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld where assignment is appropriate.

**5.9 Amendments.** Any amendments to this Agreement will be effective only if in writing and signed by MMC and Contractor.

**5.10 Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

**5.11 Headings.** The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the parties hereto.

**5.12 Notices.** All notices, requests and communications required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery or delivery by overnight courier or, if mailed, upon the first to occur of actual receipt or Seventy-Two (72) hours after being placed in the United States mail, postage prepaid, registered or certified mail (or equivalent), addressed to the parties at the addresses set forth on the signature pages. Notice of a change in address of one of the parties shall be given in writing to the other party as provided above but shall be effective only upon actual receipt.

**5.13 Duty to Cooperate.** The parties acknowledge that the parties' mutual cooperation is critical to the ability of MMC to perform its duties hereunder successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing goals and objectives which are in the best interests of MMC to carry out the objectives of this Agreement.

**5.14 Disclaimer of Agent or Employee Status.** It is expressly understood that Contractor is acting at all times in the role of an independent contractor to MMC. Nothing in this Agreement shall be construed to constitute Contractor as an agent or employee of MMC; nor shall anything contained in this Agreement be construed to constitute MMC as an agent of Contractor. MMC shall have no control or direction over the methods by which the Contractor shall perform Contractor's services and functions under this Agreement.

**5.15 Indemnification.** Contractor hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless MMC, its present and future offices, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Contractor, its employees, or agents, in entering this Agreement, in expending the funds or in carrying out any project or program to be supported by the Agreement, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with any act or omission of MMC, its officers, directors, trustees, employees, or agents. Furthermore, Contractor shall also indemnify, save, hold harmless, and defend MMC, and its officers, agents, and employees, from and against any and all costs and expenses (including reasonable attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to MMC or third parties, or arising out of (i) any failure to perform or breach of Contractor's obligations under this Agreement by Contractor, Contractor's employees or agents; (ii) any of the Services provided by Contractor hereunder, and any equipment, supplies, items or materials used by Contractor in connection therewith; and (iii)

any negligent or willful act or omission of Contractor, Contractor’s employees, or agents. If the services of Contractor are funded by a grant funding source which requires compliance with specific indemnification obligations, then they shall be set forth in EXHIBIT B, attached hereto and incorporated herein by reference. Contractor’s obligations pursuant to this Section 5.15 shall survive the expiration or termination of this Agreement.

**5.16 Debarment:**

Selected vendor must assure and provide documentation that they are not excluded from doing business with the federal government (see [www.sam.gov/SAM/](http://www.sam.gov/SAM/)) before entering into a contract. Vendor agrees as a mandatory component of this agreement that, should they at any point in time, be ineligible from doing business with the federal government, they will immediately notify Marjaree Mason Center. This will be considered an immediate cause for termination.

**5.17 Counterparts.** This Agreement may be executed in exact counterparts and when so executed by the parties shall be effective in accordance with the terms hereof.

*//Executed on following page//*

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

**MMC:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices to MMC:

MARJAREE MASON CENTER  
1600 M Street  
Fresno, CA 93721  
Attn: Nicole Linder, CEO

**CONTRACTOR:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments

Exhibit A – Scope of Work

Exhibit B – Specific Incorporated Provisions of Grant Funding Source Contract

**EXHIBIT A**  
**SCOPE OF WORK**

Contractor is engaged by MMC for the purpose of:

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**[Add any timelines/goals for deliverables and related items]**

**EXHIBIT B**  
**Specific Incorporated Grant Funding Source Contract Sections**

**California Office of Emergency Services:**

**Parties:** Identification of all parties to the contract or agreement.

**Scope of Work:** clear definition of the services or goods to be provided.

**Consideration:** The payment terms for the services or goods detailing the amount, method and timing of payment.

**Period of Performance:** Specifies the start date and end date of the contract, defining the duration or term of performance.

**Grant Specific Terms and Conditions:**

- **Penalty Clauses:** Provisions outlining punitive measures if the contractor/vendor fails to meet performance standards or deadlines.
- **Termination Clauses:** Guidelines detailing how and under what conditions the contract may be terminated, whether for cause or convenience.
- **Access to Records:** A provision allowing CalOES, the federal awarding agency, the Comptroller General of the United States, or their authorized representatives access to any books, databases, documents, papers, and records of the contractor that are directly related to the Grant Subaward. This access is for the purpose of conducting audits, examinations, excerpts, and transcriptions for all contracts exceeding \$100,000.
- **Debarment and Suspension:** A provision that prohibits the awarding of federally-funded contracts to contractors, who are debarred or suspended from receiving federal funds. Additionally, contracts must not be listed on the government-wide exclusions in the System for Award Management (SAM).

**Federally Required Provisions:** Any other provisions required by federal regulations for contracts involving federal funds, as outlined in Title 2 CFR, Appendix II to Part 200.

**Authorization:** Proof of approval, such as signatures, from authorized parties confirming their agreement to the contract.

**Construction Contracts:** The following additional provisions must be met:

- Compliance with Davis-Bacon Act for all construction contracts exceeding \$2,000
- Compliance with the Copeland “Anti-Kickback” Act for all construction contracts exceeding \$2,000.
- Compliance with the Contract Work Hours and Safety Standards Act for all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction

work.

- Compliance with the Equal Employment Opportunity requirements as mandated by Executive Order 11246 and its subsequent amendments.