

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF FRESNO AND THE DOWNTOWN ASSOCIATION OF FRESNO
(DBA DOWNTOWN FRESNO PARTNERSHIP)
FOR BASELINE DISTRICT SERVICES**

This Memorandum of Understanding (Agreement) is entered into this 21 day of December, 2022, by and between the City of Fresno, California, a municipal corporation, (City), and Downtown Association of Fresno, a California 501(c)(6) non-profit corporation dba Downtown Fresno Partnership (Association).

RECITALS

WHEREAS, on January 1, 2011, a Downtown Fresno Property and Business Improvement District (DFPBID) was formed to provide certain services in the downtown area of Fresno. The DFPBID was renewed on June 18, 2015, by Resolution No. 2015-103 for a term of seven years; and

WHEREAS, the DFPBID was formally renewed in accordance with state law, and extended for a period of seven years, commencing on January 1, 2016; and

WHEREAS, on July 21, 2022, downtown Fresno property owners formally voted to renew and extend the DFPBID for another period of ten years commencing on January 1, 2023; and

WHEREAS, the renewed DFPBID is subject to the Management District Plan and Engineer's Report (MDP&ER) dated June 24, 2022, which is attached hereto as (Exhibit A) and incorporated by reference. The MDP&ER states that as the Owners' Association for the DFPBID, they will be responsible for implementing certain services that consist of improvements, maintenance and activities as described in the MDP&ER; and

WHEREAS, pursuant to Streets and Highways Code Section 36651, the City shall contract with the Association, as the designated nonprofit corporation, to provide certain services; and

WHEREAS, the City and the Association have agreed to enter into this new Agreement, based on the current status of the DFPBID operation and the mutual agreement of the City and the Association as to the division of responsibilities through the term of the Agreement; and

WHEREAS, the City is obligated to provide baseline level of services citywide and, at the sole discretion of the City Council, as allowed by law, may increase or reduce such baseline services; and

WHEREAS, the City anticipates it will provide certain baseline level of services within the DFPBID boundaries as set forth in the City of Fresno's Baseline Level of Services attached as (Exhibit B) to this Agreement and is not obligated to maintain the same baseline level of services throughout the term of the Agreement; and

WHEREAS, the City may reduce the baseline level of services provided within the DFPBID boundaries, including but not limited to the levels and frequency of the baseline level of services, as part of citywide service reduction, or revenue downturn, or as otherwise allowed by law. The City is not permitted to rely on the Association's or DFPBID assessment funds to meet the City's baseline level of services; and

The purpose of the Association is to provide activities, maintenance and improvements which constitute and create a special benefit to the DFPBID as set forth in the MDP&ER; and

The Association is a non-profit that aims to create and assist in revitalization efforts in downtown Fresno and complement City efforts to promote and revitalize downtown Fresno wherever it is constructive; and

The City owns, operates and maintains the public facilities located within the DFPBID in downtown Fresno and is responsible for the public right-of-way; and

The Association's presence can assist in administrative, management, marketing, and logistical operations that occur downtown as an aid to the City; and

Downtown activation, management, marketing and logistical operations are contemplated activities in the MDP&ER.

NOW, THEREFORE, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative: Georgeanne A. White, City Manager
City of Fresno, 2nd Floor
2600 Fresno Street
Fresno, CA 93721

Association Representative: Jimmy Cerracchio, President/CEO
Downtown Fresno Partnership
845 Fulton Street
Fresno, CA 93721
Tel: (559) 490-9966 ext. 222

2. ROLES, CONTRIBUTIONS AND RESPONSIBILITIES

A. City Responsibilities.

1. The City will continue to provide the baseline level of services committed by the City as described in the City's Baseline Services (Exhibit B) within the downtown DFPBID Boundary Area as shown in Appendix 3 of the MDP&ER.

B. Association Responsibilities.

1. The Association shall serve as the DFP Owner's Association in accordance with the provisions of the MDP&ER dated June 24, 2022, and follow all applicable federal, state, and local laws, and City policies pursuant to this Agreement.
2. The Association shall provide an annual report to the City Council in accordance with the provisions of the MDP&ER dated June 24, 2022.
3. Within thirty days following the start of each calendar year, the Association shall provide City with a current Annual Event Plan, see exhibit, (Exhibit C) detailing specific dates and times of Association Events in lieu of filing individual Special Event Permits, Road Closure permits, and Encroachment Permits for each event. The Annual Event

Plan shall serve to reserve and approve the public venue and Association Events located within the DFPBID boundary for the dates and times set forth in the Annual Event Plan. All Association events shall be conducted in compliance with the terms described in the current Special Event Guidelines as provided by the City. The Association will not pay a security or cleaning deposit for these events to the City but will be responsible for cleaning the public venues after each Association Event. The Association will ensure that the public venue is returned to its original condition after events. All Event Holders are responsible for any damage including but not limited to landscaping, irrigation, street furniture and artwork.

4. The Association and the City will meet quarterly to review the City's baseline level of services, and the Association's district services to ensure level of services are adequate, avoid duplication of services, and make necessary operational adjustments according to the Baseline Level of Services, and the Association's MDP&ER.
5. The Association anticipates it will provide certain economic enhancements within the DFPBID boundary as set forth in the MDP&ER.

C. Association Sponsored Events.

1. The Association will continue fiscal and operational responsibility and liability for Association Events and any new Association Events that the Association hosts or sponsors in the DFPBID Boundaries.
 - a. The Association will continue to secure all permits required for Association Events, including but not limited to street closures and special event permits when necessary, which would continue to be secured through the Public Works Department and the City Manager's Special Events Division.
 - b. The Association will retain the discretion to cancel future Association Event(s) if the event(s) are deemed unfeasible. The Association will retain the discretion to add future Association Event(s) if event(s) are deemed advantageous to the businesses and downtown revitalization efforts. City will be informed of all Association Events at least thirty days prior to the event and all Association Events are subject to availability of the public venue.

3. EFFECTIVENESS, DURATION AND TERMINATION

This Agreement shall be effective upon its complete execution by the parties' authorized agents and shall remain in effect for a term running through December 31, 2034. Thereafter, the parties may extend this Agreement based upon the PBID renewal term. Either party may, at any time, terminate this Agreement upon thirty days written notice to the other party. Termination shall be effective as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the effective date, except for those specific obligations that shall survive termination as set forth herein.

4. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this Agreement shall employ discriminatory practices 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.

5. CAPACITY OF THE PARTIES

Each party is acting in an independent capacity. Nothing in this Agreement and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition, and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by the City will not for any purpose be considered employees or agents of the Association. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by the Association will not for any purpose be considered employees or agents of the City. The Association assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and the Association agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, workers' compensation, unemployment or disability benefits, to be provided by the Association. The Association agrees and acknowledges that its employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

6. INDEMNIFICATION AND INSURANCE

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

The two preceding paragraphs shall survive termination or expiration of this Agreement.

INSURANCE REQUIREMENTS

Throughout the life of this Agreement, the Association shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A- VI" in Best's Insurance Rating Guide, or (ii) authorized by the City's Risk Manager. The following policies of insurance are required:

(i) **COMMERCIAL GENERAL LIABILITY** insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury", "property damage" and "personal and advertising injury", including premises and operation, products and completed operations and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$2,000,000 aggregate for products and completed operations.

If alcoholic beverages are to be sold, served or furnished, COMMERCIAL GENERAL LIABILITY insurance shall be endorsed to include coverage for liquor liability with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, or the Association shall pay for and maintain the most current version of Insurance Services Office (ISO) Liquor Liability Coverage Form CG 00 33, which shall include which shall include insurance for "bodily injury," and "property damage" with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. **The responsibility for Liquor Liability insurance may be assigned to the Association's caterer, concessionaire or vendor.**

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "any auto" with limits of liability of not less than \$1,000,000 per accident for bodily and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with minimum limits of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

(v) PROFESSIONAL LIABILITY (Errors and Omissions): insurance appropriate to the art conservation profession.

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Association 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.

The Association shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and the Association shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted thirty calendar day written notice in favor of the City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a ten calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, the Association shall provide a new certificate evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, the Association shall file with the City a new certificate and all applicable endorsements for such policy(ies).

The General Liability, Liquor Liability (if applicable) and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so the Association's insurance shall be primary and no contribution shall be required of the City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees and volunteers. The Association shall have furnished the City with the certificate(s) and applicable endorsements for ALL required insurance prior to the City's execution of this Agreement. The Association shall furnish City with copies of the actual policies upon the request of the City's Risk Manager and this requirement shall survive termination or expiration of this Agreement.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Association.
2. Insurance must be maintained and evidence of insurance must be provided for at least five 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 year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Association, Association must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

The fact that insurance is obtained by the Association shall not be deemed to release or diminish the liability of the Association or its subcontractors, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City and its officials, officers, employees, agents and authorized volunteers 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 Association. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Association.

If at any time during the life of the Agreement or any extension, the Association fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement.

SUBCONTRACTORS

If Association subcontracts any or all of the services to be performed under this Agreement, Association shall require, at the discretion of the City's Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City's Risk Manager or designee. If no Side Agreement is required, Association will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

Association shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be

received and approved by the City's Risk Manager or 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 City, Association 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.

7. RECORDS/AUDIT

During the term of this Agreement, and for five years after the term expires or terminates, the Association agrees to maintain detailed records pertaining to its duties under this Agreement sufficient to provide the basis for an unqualified opinion by an independent auditor, including, but not limited to records concerning administrative expenses, subcontracts, insurance, permits, budgeting, and overhead. The Association agrees to make all such records available to the City at all reasonable times. If the City requests, the Association will obtain and provide to the City, at the Association's sole cost, an independent financial audit of the Association's use of funds for any or all years of this Agreement.

8. ATTORNEY'S FEES

If a 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/their reasonable attorney's fees and legal expenses.

9. PRECEDENCE OF DOCUMENTS

In the event of any conflict between the body of this Agreement and any exhibit/attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over terms and conditions expressed within the exhibit/attachment. Furthermore, any terms or conditions contained within any exhibit/attachment hereto which purport to modify the allocation of responsibility or liability between the parties, provided for within the body of this Agreement, shall be null and void.

10. NOTICES

Any notice required or intended to be given to a party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the Association Representative, or (c) three business days after the date of mailing (postage pre-paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

11. BINDING

Once this Agreement is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

12. ASSIGNMENT

There shall be no assignment by any party of its rights or obligations under this Agreement without the prior written approval of the other party. Any attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

13. WAIVER

The waiver by any 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 approved by 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.

No action or omission by either party shall constitute a breach of this Agreement unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the Agreement shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

14. GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. 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, California.

15. HEADINGS

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

16. SEVERABILITY

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

17. INTERPRETATION


The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

18. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing along with the attached Exhibits constitutes the entire Agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement on this 21 day of December, 2022.

CITY OF FRESNO,
A California municipal corporation

By: 
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
RINA M. GONZALES
Interim City Attorney

By: Taylor W. Rhoan 07/28/22
Taylor W. Rhoan Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: Jurie M. Y 12-23-22
Deputy Date
Records Supervisor

DOWNTOWN ASSOCIATION OF
FRESNO DBA Downtown Fresno
Partnership,
A California nonprofit corporation

By: 
Jimmy Cerracchio President/CEO
Downtown Fresno Partnership


By: 
Downtown Fresno Partnership, Chair

EXHIBIT A

MANAGEMENT DISTRICT PLAN AND ENGINEER'S REPORT

EXHIBIT B
CITY OF FRESNO BASELINE LEVEL OF SERVICES

EXHIBIT B

CITY OF FRESNO BASELINE SERVICES PROVIDED TO THE DOWNTOWN FRESNO PROPERTY BASED IMPROVEMENT DISTRICT (DFPBID)

Downtown Police Patrol

The City provides baseline patrol coverage within the Downtown triangle 24 hours a day, seven days a week. On average, patrol shifts consist of 7 officers, and patrol hours will be modified during special events to provide adequate coverage. Consistent presence in area varies by hours/day. Law enforcement video surveillance system will be operational 24 hours a day/ seven days a week.

Additionally, the Metro Bike Team (formerly known as the Downtown Policing Unit – DPU) consists of five officers and one sergeant. Officers conduct patrols using a combination of bicycles, marked patrol cars, and plainclothes surveillance when necessary to solve or prevent crime. Metro Bike Team (MBT) officers have formed strong relationships with downtown business owners, residents, entertainment venue management and the Downtown Fresno Partnership to maintain safety in the area. The team has also developed a strong knowledge of the criminal element in the Downtown area through frequent contacts, swift identification, and arrest when crime is reported. The unit's hours and days of work are flexed on a weekly basis to address special events and crime trends in the area.

Maintenance Standards

The ongoing maintenance of the Downtown area is supported through a collaborative effort utilizing employees and other resources from Public Works, Parking, Community Sanitation, and Fresno Area Express. The maintenance levels outlined below have been developed in order to provide a clear and objective set of performance standard that can be objectively measured.

Downtown Area (bounded by 3 freeways: 99, 41 and 180)

Weekly

- Litter on the streets will be picked up
- Graffiti removed within 24 hours of being reported
- Minor irrigation systems problems corrected within 24 hours of notification

Monthly

- Debris/dirt within storm drainage inlets removed
- Leaves removed from streets during Fall months

- Street sweeper will be used to service Downtown core area (bounded by 3 freeways)

Quarterly

- Tree trimming as needed
- Lighting systems to be inspected and repaired

Annually

- Street furniture will be repainted and repaired

Mariposa Mall (Between M and N Streets)

Daily/seven days a week

- Empty trash containers daily
- Graffiti removed within 24 hours of notification

Weekly

- Minor irrigation systems problems corrected within 24 hours of notification.
- Leaves are removed, and flower beds raked bi-weekly

Monthly

- Irrigation systems inspected and repaired
- Leaves will be removed during Fall months

Quarterly

- Tree trimming and as needed
- Lighting systems to be inspected and repaired

Fulton Street (On Fulton Street bounded by Inyo and Tuolumne Streets)

Maintenance Schedule to be provided by Public Works

Eaton Plaza (Bounded by Fresno, M, Mariposa and N Streets)

Daily/seven days a week

- Empty trash containers daily
- Permanent public bathrooms located next to the Water Tower will be cleaned and restocked during City Special Events
- Graffiti removed within 24 hours of notification

Monthly

- Turf will be mowed and edged bi-weekly
- Sidewalks blown free of debris
- Irrigation system inspected and repaired
- Leaves will be removed during Fall months

Quarterly

- Tree trimming as needed
- Amphitheater lighting systems to be inspected and repaired

Santa Fe Depot

Daily/seven days a week

- Trash cans will be emptied, and litter removal completed daily
- Graffiti removed within 24 hours of being reported

Weekly

- Landscapes are pruned, flower beds are weeded, and raked, sidewalks/work areas blown off and cleaned
- Minor irrigation systems problems corrected within 24 hours

Monthly

- Leaves removed from streets during the Fall months

Quarterly

- Tree trimming and as needed
- Lighting systems to be inspected and repaired

Kern Street Fountains between M & N Street

Weekly

- Graffiti removed within 24 hours of notification
- Maintain fountains

Monthly

- Irrigation repairs as needed; landscaping is maintained privately.

Quarterly

- Tree trimming as needed
- Lighting systems to be inspected and repaired

Transportation/FAX/BRT Stops

Weekly

- Empty trash containers daily and ensure passenger waiting areas are free of debris
- Pressure-wash concrete areas as needed
- Remove graffiti within 24 hours of notification
- Weed removal as needed
- Inspect and repair shelters exterior lighting systems or within 24 hours of notification

Quarterly

- Pressure-wash all concrete surfaces pressure utilizing soap solution
- Inspect roofs and remove leaves and other debris

Public Parking Garages Cleaning Schedule

- Garages are cleaned Monday through Friday for porter service from 0600 hours to 1800 hours
- Landscaping is done on Mondays and Fridays
- Stairwells for Underground Garage are cleaned every Monday
- Stairwells for Spiral Garage are cleaned every Tuesday
- Congo, Merced, and Convention Stairwells are cleaned every other week
- Leaf blower services are performed to blow out the garages are once per month

Security Schedule

- There is a dedicated security guard at Spiral garage 1800 hours to 0400 hours on Friday, Saturday, and Sundays
- CIS security is randomized for all locations on a 24/7 basis

Exhibit B City of Fresno Baseline District Services

Item	Description/Owner	Owner	Maint. Person.	Dates	Weekly	Monthly	Yearly	Comments
ART								
Public District	Regular Cleaning from Professional Contractor	City Managers Office	DPW/Utilities	IX - Shimming		Quantity	IX	Quantity and Yearly Maintenance performed by Professional Art Contractor.
Carrollton Center Properties	Regular Cleaning from Professional Contractor	City Managers Office	DPW/Utilities	IX - Shimming		Quantity	IX	Quantity and Yearly Maintenance performed by Professional Art Contractor.
Mariposa Mall (P to O)	Regular Cleaning from Professional Contractor	City Managers Office	DPW/Utilities	IX - Shimming		Quantity	IX	Quantity and Yearly Maintenance performed by Professional Art Contractor.
City Center Square (Crest Plaza) Sculpture	Regular Cleaning from Professional Contractor	City Managers Office	DPW/Utilities	IX - Shimming		Quantity	IX	Quantity and Yearly Maintenance performed by Professional Art Contractor.
Countdown Park	Regular Cleaning from Professional Contractor	City Managers Office	DPW/Utilities	IX - Shimming		Quantity	IX	Quantity and Yearly Maintenance performed by Professional Art Contractor.
POINTER								
Public District	Regular Maintenance, Repair	DPW/Utilities	DPW/Utilities	IX - Shimming		Quantity	IX	When empty, biannual remove large debris, inspect / Repair / Stain / Nozzle / P11 Levels / Lighting (Black Fluo and Stand Fluo) Where there is a 10 psi increase over rated clean filter reading / P10 Above 7th Chromator Tab added as needed / Repair and Replace / replace as needed. Annualized replacement cost.
City Mall	Regular Maintenance, Repair	DPW/Utilities	DPW/Utilities	IX - Shimming		Quantity	IX	When empty, biannual remove large debris, inspect / Repair / Stain / Nozzle / P11 Levels / Lighting (Black Fluo and Stand Fluo) Where there is a 10 psi increase over rated clean filter reading / P10 Above 7th Chromator Tab added as needed / Repair and Replace / replace as needed. Annualized replacement cost.
Mariposa Mall (P to O)	Regular Maintenance, Repair	DPW/Utilities	DPW/Utilities	IX - Shimming		Quantity	IX	When empty, biannual remove large debris, inspect / Repair / Stain / Nozzle / P11 Levels / Lighting (Black Fluo and Stand Fluo) Where there is a 10 psi increase over rated clean filter reading / P10 Above 7th Chromator Tab added as needed / Repair and Replace / replace as needed. Annualized replacement cost.
City Center Square (Crest Plaza)	Regular Maintenance, Repair	DPW/Utilities	DPW/Utilities	IX - Shimming		Quantity	IX	When empty, biannual remove large debris, inspect / Repair / Stain / Nozzle / P11 Levels / Lighting (Black Fluo and Stand Fluo) Where there is a 10 psi increase over rated clean filter reading / P10 Above 7th Chromator Tab added as needed / Repair and Replace / replace as needed. Annualized replacement cost.
Countdown Park	Regular Maintenance, Repair	DPW/Utilities	DPW/Utilities	IX - Shimming		Quantity	IX	When empty, biannual remove large debris, inspect / Repair / Stain / Nozzle / P11 Levels / Lighting (Black Fluo and Stand Fluo) Where there is a 10 psi increase over rated clean filter reading / P10 Above 7th Chromator Tab added as needed / Repair and Replace / replace as needed. Annualized replacement cost.
PAVING								
Public District	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Van Ness Avenue (Cabrera to Sosa Chyn)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Kern Street (B to N)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Sanitation Street (Broadway to Van Ness)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Traskman Street (Broadway to Van Ness)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Merced Street (Congo Alley to Van Ness)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Mariposa Street (Congo Alley to Federal Alley)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Traskman Street (Flammarin Alley to Federal Alley)	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
Hermingway Downtown	Repair and Replacements	P10D	P10D			Inspect	Replace 2X	Repairs Should Be Made Immediately
STREET FURNITURE								
Public District	Power Wash, Repair and Replacements	DADW/Parking	HAHM Parking/DPW/CIAT			Inspect	2X	Quarterly Teams to power wash benches and address nearby.
Blue Beds (Downtown Wild)	Repair and Replacements	DPW/Street	DPW/Street			Inspect	Inspect	Repairs Should Be Made Immediately
Berkeley - Van Ness Avenue (San Joaquin to Starbuck)	Repair and Replacements	DPW/Street	DPW/Street			Inspect	Inspect	Repairs Should Be Made Immediately
Countdown Park	Repair and Replacements	DPW/Street	DPW/Street			Inspect	Inspect	Repairs Should Be Made Immediately
TRASH RECYCLING								
Public District	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	DPW/Land Maint / DPW	Wednesday (City), Wednesday (DPW)				
Mariposa Plaza	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	DPW/Land Maint, DPW	Wednesday (City), Wednesday (DPW)				
Van Ness Avenue (Amander to Yeaman)	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	DPW	IX				
Kern Street (B to N)	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	DPW	IX				
City Center Square	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
Public Plaza	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
Mariposa Mall (P to O)	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
Mariposa Mall (N to S)	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
Traskman and Steps	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
Countdown Park	Empty Trash Containers, Repair and Replacements as Needed	DPW/Land Maint	Developer - Vendor	IX				
EVENTS MANAGEMENT								
Traffic Control	Pre-Event Setup and Post-Event Takedown	Event Sponsor/DPW	Vendor			By Event	Maintenance 1X	Should be funded by event sponsor.
Public District - Bolinas	Pre-Event Cleanup and Post-Event Takedown, Repair and Replacement	DPW	DPW			By Event		Repairs done immediately.
Pre-Event Cleanup	Pre-Event Cleanup and Repair	Event Sponsor/DPW	DPW			By Event		Should be funded by event sponsor.
Post-Event Cleanup	Post-Event Cleanup and Repair	Event Sponsor/DPW	DPW			By Event		Should be funded by event sponsor.

EXHIBIT C
ANNUAL EVENT PLAN

EXHIBIT C

Annual Events Plan

Downtown Fresno Partnership Annual Events:

These annual events are single Special Event Applications that may include multiple event days. Parking Services Fees are exempt and all Traffic Control Plans shall remain the same each year.

Art Hop	(1 st Thursday of Each Month) *
Warnors- North end of Fulton	
Mariposa Plaza (center of Fulton)	
Kern Street (south end of Fulton)	
State of Downtown	(Spring)
Market on Kern Street	(Every Wednesday 10-2 from May-October) via CUP
The NOLove Block Party	(May)
Cart Hop	(Summer)
Fiesta Patrias	(September 16)
Fulton Street Party	(October)
Christmas Parade	(December)

*Meters are Enforced (April-Labor Day only)

Downtown Fresno 3rd Parties Events:

These events require a Special Events Permit Application, and a fee is due for each application. Traffic Control Plans are required for each event, and are subject to approval by the City of Fresno's Public Work's Department.

Parking is enforced during these events (meters and Parking Garages),

All Grizzlies Games and Events held at Grizzlies Stadium
Fresno Street Eats
Warnors Theatre
Arte Americas Plaza
Chinatown Nights (559)
Cultural Arts Market
Live Music City
Fulton Steet Party (October)
Any other one off events as request