

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and RH Community Builders LP, a California Limited Partnership (Service Provider).

RECITALS

WHEREAS, City desires to obtain professional homeless youth services for a Rapid Rehousing Program located at 1309 W Shaw Ave (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a rapid rehousing youth service provider and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for City by its Planning and Development Director (Administrator) or designee.

AGREEMENT

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

1. Scope of Services. Service Provider shall perform to the satisfaction of City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2026, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding, for up to four (4), one-year extensions upon mutual written agreement of the parties. A written request for extension must be submitted by the requesting party 30 days prior to term date above. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$1,149,508.39, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**. Such fee includes all expenses incurred by Service Provider in performance of the services.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of City to Service Provider upon the earlier of : (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) seven calendar days' prior written notice with or without cause by City to Service Provider; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect,

consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) Service Provider shall provide City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to City that Service Provider and its subcontractors, if any, are skilled in the profession and shall

perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.

7. Indemnification. To the furthest extent allowed by law, SERVICE PROVIDER shall indemnify, hold harmless and defend 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 CITY, SERVICE PROVIDER or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SERVICE PROVIDER'S obligations under the preceding sentence shall apply regardless of whether 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 CITY or any of its officers, officials, employees, agents or volunteers.

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

This section shall survive termination or expiration of this Agreement.

8. Insurance.
- (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain

any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify City of these facts in writing.

- (c) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
 - (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by City, Service Provider shall have provided evidence to City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:

- (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color,

national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of City for any purpose. City

shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.

- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and City. Service Provider shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. 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.
21. 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.
22. 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 of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement,

the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

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

CITY OF FRESNO,
A California municipal corporation

RH Community Builders, LP,
a California Limited Partnership

By: _____
Georgeanne A. White
City Manager

By: _____
Wayne Rutledge
B740460E832A4D5...
Name: Wayne Rutledge

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: Chief Executive Officer
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Tracy Parvanian 11/25/2024
C20F3D88494E4C1...
Angela M. Karst
Senior Deputy City Attorney

By: _____
Brad Hardie
E0CAB3F893874E5...
Name: Brad Hardie

Title: President
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

REVIEWED BY:

By: _____
Date
Deputy

Addresses:
CITY:
City of Fresno
Attention: Joe Pasillas
Housing and Neighborhood Revitalization
Manager
2600 Fresno Street, CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8053
E-mail: joe.pasillas@fresno.gov

SERVICE PROVIDER:
RH COMMUNITY BUILDERS, LP.
Attention: Wayne Rutledge
CEO
3040 N Fresno Street
Fresno, CA 93703
Phone: (559) 492-1373
E-mail:

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES Service Agreement between City of Fresno and RH Community Builder Youth Rapid Rehousing Program

PROJECT OVERVIEW

RH Community Builders (RHCB) proposes to provide rapid rehousing services to youth living in the City of Fresno. The program will be robust in developing the critical skills needed to sustain permanent housing without ongoing support and focus on increasing a youth's income while building stability.

RHCB will receive referrals from the Fresno Madera Coordinated Entry System for individuals who are experiencing homelessness in the target age group. Upon being matched to the program, RHCB will make connections with the referred individual and the Housing Navigator/Case Manager currently working with the individual. Program staff will review the required documentation for housing, upon confirmation, program staff will coordinate an application appointment.

During the housing application appointment, program staff will support the client in providing all required documentation to the housing team. Additionally, during this meeting the initial intake for Enhanced Care Management will be completed. Upon approval from the housing provider, RHCB will confirm a move in date and coordinate to ensure the client is successfully moved into the program. While move in day is often exciting and busy, RHCB understands that initial engagement is critical to the long term success of each client, therefore the team will hold their first case management meeting at the time of move in to ensure clients fully understand the program expectations and goals.

Each individual will be engaged with both a Housing Tenancy Case Manager and Care Manager who will provide comprehensive services while enrolled in the rapid rehousing program. The Housing Tenancy Case Manager will focus on building the individual's skills to stay housed, including understanding a household budget, increasing income, and identifying desired permanent housing. The Care Manager will focus on the larger view items for the individual including coordinating care with Primary Care Doctors, coordinating care with mental health and substance abuse services, and vocational providers. Each individual will work with their team to create a Housing Plan and a Care Plan. The plans will work collaboratively to address the individuals needs and prepare for the end of subsidy with rapid rehousing.

The team will participate in blended management meetings with onsite property management to ensure that the service team is well informed on any tenancy issues and able to support individuals with curbing behaviors that ultimately destabilize their housing.

Services will be primarily provided in the individual setting to allow for 1:1 attention and problem solving. However, on a biweekly basis the program will offer group activities that build community and skills. This will include seasonal activities as well as life skills such as budgeting workshops, grocery shopping and cooking lessons, and resume writing.

The first 3 months of the program will be focused on building rapport and stabilizing the client in housing before the program transitions into identifying long term goals. The program will be a 12-month site-based program so enrolled youth will need to identify a permanent unit while in the program. This process will begin in month 4 to ensure all participants are able to identify and move into appropriate housing by the end of the 12-month program. In the initial 9 months, the work will be focused on housing tasks such as increasing income, repairing credit, and improving their rental history. By month 12 in the program, each participant will have a strong idea of their long term housing budget and remaining tasks needed to secure permanent housing. No later than month 18, clients will begin applying to permanent housing units and clients will successfully complete the program during months 18-24 when permanent housing is secured.

STAFFING

The program will fund the following positions:

Director @ .25 FTE - The Director is responsible for overall management of the program including contract compliance, outcome reporting, and budget management.

Program Manager @ 1 FTE - The Program Manager is responsible for day to day operation of the program including communication with the Coordinated Entry System, staff management, case reviews, liaising with Property Management, and resolving high level client needs.

Lead Care Manager @ 1 FTE - The Lead Care Manager or Case Manager is responsible for the coordination of services for the client, ensuring successful connection to additional resources such as education, mental health, substance abuse, and physical health services.

Housing Navigator @ 1 FTE - The Housing Navigator is responsible for the housing focused work including lease compliance while in the rapid rehousing program, improving the youth's credit and rental history, and supporting the youth in finding their permanent housing.

CalAIM Coordinator @ .25 FTE - The CalAIM Coordinator is responsible for ensuring the program accurately completes referrals to CalAIM and processing monthly billing for the program. CalAIM is anticipated to generate \$138,600 of revenue annually to support program operations.

Fiscal Analyst @ .25 FTE - The Fiscal Analyst is responsible for fiscal operations of the program including cutting monthly rent checks and deposit checks for the youth in the program.

The program will provide weekly meetings for each client with their case manager as well as their Housing Navigator, ensuring that each youth meets with their team at least twice per week. RHCBC recognizes that youth entering the program will have a variety of needs and likely lack the natural support system to assist with resolving these needs. Therefore, the high intensity services will be necessary to create an environment of support and growth for the youth. During times of high need, the Case Manager and Housing Navigator will be available to meet with the youth as frequently as needed.

PROJECT APPROACH

The program will utilize a site-based model for the rapid rehousing program which will ensure youth are able to quickly move into permanent housing upon being matched. If a youth is matched to the program with all required documents, youth will be able to move into their rapid rehousing unit within 7 days of being matched to the program. If a matched youth does not have all required documentation, the program will partner with the existing Housing Navigator to assist with collecting documents as quickly as possible and completing the application process.

The program will initially house all matched clients in site-based housing at The Parks at 1309. Utilizing a site-based model provides multiple benefits to clients including reducing barriers to initial lease up and centralized access to services. The program will focus on building a client's ability to lease their permanent unit in the community by increasing their income, repairing credit, and building their rental history. Additionally, the Housing Tenancy Case Manager will be responsible for building relationships with landlords in the community to assist with locating units for the clients during months 18-24 of the program.

Further, RH Community Builders established the first and only Landlord Engagement and Mitigation Program in Fresno County in 2019. RHCBC's expertise in landlord engagement will offer a benefit to clients enrolled in this program as training and support is offered to all internal staff. With more than 5 years of experience and relationships, RHCBC's Landlord Engagement program will provide added assistance to ensure housing options are successfully identified for all program clients.

RH Community Builders, as an established community partner, understands the variety of resources available in the community. As such, RHCBC will take care to connect youth to existing resources that may support their stability and growth. While each individual will be connected to resources most appropriate to their needs, the resources may include programs like One Fresno Youth Jobs Corp or Job Corps, Fresno County Department of Behavioral Health, and Fresno City College. Additionally, when youth exit the program, both successfully or otherwise, they will be connected to RH Community Builder's community based CalAIM Program to be provided ongoing Housing Navigation or Housing Tenancy Support.

When a client exits the program, successfully or otherwise, the program will offer linkage and connection to the RH Community Builders Community Based CalAIM Team. In the event that the client is being exited unsuccessfully and returning to homelessness or unstable housing, the client will be enrolled in Housing Navigation services to assist with locating new housing options. In most cases, clients will exit the program successfully and be connected with ongoing Tenancy Support Services. In all cases, eligible clients will be linked to the Enhanced Care Management team to provide ongoing case management support.

If a client is in need of additional supports, the team will make all efforts to ensure the client is fully engaged with additional services providers prior to exiting the program.

PERMANENT HOUSING SUCCESS PLAN

RH Community Builders has an extensive network of relationships that will assist with securing and maintaining housing for youth. RHCB is an active member of the Fresno Madera Continuum of Care and the FMCoC Coordinated Entry System. As such, RHCB understands the network within the community that is available to assist youth with securing and maintaining housing. These relationships ensure that RHCB is well aware of resources within the community that may assist youth with finding and maintaining housing.

RHCB has established relationships with a wealth of landlords in the community who have an extensive inventory of housing within the community. RHCB takes pride in not only establishing the relationships but building longstanding trust which translates into housing options for the youth. RHCB takes pride in follow up and problem resolution for landlords with housing placements, ensuring that placed tenants remain successfully housed. This extra step of follow up and problem resolution creates a relationship where landlords are eager to house tenants that are recommended by RHCB.

PERFORMANCE MEASUREMENT

Serve a minimum of 30 unduplicated households per year with 25-units. The total number of unduplicated households for a 12-month period.

- A minimum of 90% of households will exit the program into unsubsidized or mainstream low-income housing within 12-months
- A minimum of 80% of households will remain housed 24-months after the rapid rehousing subsidy ends
- A minimum of 85% of households will be connected to and engage with outside services such as:
 - Employment Training
 - Continued Education
 - Mental Health Services

- Substance Abuse Treatment
- Physical Health Services

In addition to the content provided in **Exhibit A**, RH Community Builders will honor all outlined requirements and their detailed response to 12402933 Request for Qualifications for Community-Based Organizations to submit a Statement of Qualifications to provide Homeless Youth Services.

MONITORING

In addition to monthly activity reports, progress and outcomes, the City of Fresno staff will monitor through regular meetings, site visits, inspection of client files, financial audits, and observation of case management meetings.

DATA COLLECTION

The service provider will be required to enter participant data into the Homeless Management Information System (HMIS) in order to comply with HUD data collection, management, and reporting standards. Service provider must now maintain records for possible audit for a minimum of five (5) years commencing at the grant closure date, collect data consistently, track both qualitative and quantitative outcomes, and provide them to the City in a timely manner. Expenses associated with HMIS licenses and services are the responsibility of the selected Respondent(s).

SCHEDULE OF FEES AND EXPENSES
Youth Rapid Rehousing 18-Month Budget

	Year 1	Year 2	Total
	1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	
Salaries	\$191,118.67	\$402,549.00	\$593,667.67
Operations	\$38,133.05	\$75,068.41	\$113,201.46
Rent	\$202,475.00	\$382,677.75	\$585,152.75
Admin 10%	\$22,982.00	\$86,029.52	\$109,011.52
Total	\$454,708.72	\$946,324.68	\$1,401,033.39
CalAIM Income	\$65,925.00	\$143,100.00	\$209,025.00
Tenant Rent Portions	\$12,500.00	\$30,000.00	\$42,500.00
Funding Request	\$376,283.72	\$773,224.68	\$1,149,508.39

Salaries 6-Months	FTE	Hourly	Annual	Taxes	Benefits	Total
Director	0.25	\$60.00	\$15,600.00	\$2,987.62	\$714.29	\$19,301.90
Program Manager	1	\$38.00	\$39,520.00	\$7,568.63	\$2,857.14	\$49,945.78
Lead Care Manager	1	\$30.00	\$31,200.00	\$5,975.24	\$2,857.14	\$40,032.38
Housing Navigator	1	\$30.00	\$31,200.00	\$5,975.24	\$2,857.14	\$40,032.38
CalAIM Coordinator	0.25	\$45.00	\$11,700.00	\$2,240.71	\$710.53	\$14,651.24
Fiscal Analyst	0.3	\$35.00	\$10,920.09	\$2,091.35	\$830.04	\$13,841.48
Workers Comp			\$13,313.50			\$13,313.50
TOTAL			\$153,453.59	\$26,838.80	\$10,826.28	\$191,118.67

Salaries 12-Months	FTE	Hourly	Annual	Taxes	Benefits	Total
Director	0.25	\$63.00	\$32,760.00	\$6,274.00	\$1,500.00	\$40,534.00
Program Manager	1	\$39.90	\$82,992.00	\$15,893.00	\$6,000.00	\$104,885.00
Lead Care Manager	1	\$31.50	\$65,520.00	\$12,547.00	\$6,000.00	\$84,067.00
Housing Navigator	1	\$31.50	\$65,520.00	\$12,547.00	\$6,000.00	\$84,067.00
CalAIM Coordinator	0.25	\$47.50	\$24,700.00	\$4,730.00	\$1,500.00	\$30,930.00
Fiscal Analyst	0.3	\$37.95	\$23,681.00	\$4,544.00	\$1,800.00	\$30,025.00
Workers Comp			\$28,041.00			\$28,041.00
TOTAL			\$323,214.00	\$56,535.00	\$22,800.00	\$402,549.00

18-Month Operations

2000: Client Support	6-Months	12-Months	
Acct # Line Item	1/1/2025 - 6/30/2025	7/1/2025 - 6/30/2026	Total
2002 Client Housing Support	\$3,000.00	\$6,300.00	\$9,300.00
2004 Clothing, Food, & Hygiene	\$4,500.00	\$14,175.00	\$18,675.00
Client Support Total	\$7,500.00	\$20,475.00	\$27,975.00
3000: Operating Expenses			
3001 Telecommunications	\$1,026.00	\$2,154.60	\$3,180.60
3003 Office, Household, & Program Supplies	\$3,300.00	\$6,930.00	\$10,230.00
3005 Staff Development & Training	\$2,807.00	\$5,894.70	\$8,701.70
3013 Google - Email expense	\$330.60	\$694.26	\$1,024.86
3014 Deputy - timekeeping expense	\$148.20	\$311.22	\$459.42
Client Support Total	\$7,611.80	\$15,984.78	\$23,596.58
5000: Special Expenses			
5001 Consultant (Network & Data Management)	\$1,710.00	\$3,591.00	\$5,301.00
5002 HMIS	\$2,745.00	\$2,882.25	\$5,627.25
5003 Contractual/Consulting Services	\$82.50	\$86.63	\$169.13
5005 Electronic Health Record	\$3,296.25	\$7,155.00	\$10,451.25
5009 CPR Tests	\$47.50	\$99.75	\$147.25
Special Expenses Total	\$7,881.25	\$13,814.63	\$21,695.88
6000: Administrative Expenses			
6002 Professional Liability Insurance	\$6,000.00	\$12,600.00	\$18,600.00
6004 External Audit	\$3,000.00	\$6,300.00	\$9,300.00
6006 Payroll Services	\$1,140.00	\$2,394.00	\$3,534.00
Administrative Expenses Total	\$10,140.00	\$21,294.00	\$31,434.00
7000 : Fixed Assets			
7001 Computer Equipment & Software	\$5,000.00	\$3,500.00	\$8,500.00
TOTAL	\$38,133.05	\$75,068.41	\$113,201.46

Tenant Rents Paid by Program

12-months	1bed	Annual	Unit Count	Total Rent
2024 FMR	\$ 1,157.00	\$ 13,884.00	25	\$ 347,100.00
Deposits		\$ 1,157.00	25	\$ 28,925.00

6-months	1bed	6-Months	Unit Count	Total Rent
FRM	\$ 1,157.00	\$ 6,942.00	25	\$ 173,550.00
Deposits	\$ 1,157.00		25	\$ 28,925.00

12-months	1bed	Annual	Unit Count	Total Rent
2025 FMR-5%	\$ 1,214.85	\$ 14,578.20	25	\$ 364,455.00
Deposits		\$ 1,214.85	15	\$ 18,222.75

EXHIBIT B

INSURANCE REQUIREMENTS Service Agreement between City of Fresno (City) and RH Community Builders (Service Provider) Youth Rapid Rehousing Program

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability including both (Abuse & Molestation) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
 - (i) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,

(iv) \$4,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. Professional Liability (Abuse & Molestation):

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event SERVICE PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

SERVICE PROVIDER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and SERVICE PROVIDER shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status for all ongoing and completed operations under the General Liability policy shall be as broad as that contained in ISO Form CG 20 10 11 85.
- 2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.

3. For any claims relating to this Agreement, SERVICE PROVIDER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of SERVICE PROVIDER'S insurance and shall not contribute with it. Primary and non-contributory status under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13.

4. Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

All policies of insurance shall contain, or be endorsed to contain, the following provision: SERVICE PROVIDER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. SERVICE PROVIDER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, SERVICE PROVIDER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, SERVICE PROVIDER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

If the Professional Liability (Abuse & Molestation) insurance policy is written on a 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 SERVICE PROVIDER.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall require, at the discretion of the CITY 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 Risk Manager or designee. If no Side Agreement is required, SERVICE PROVIDER 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

SERVICE PROVIDER 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, SERVICE PROVIDER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST
Youth Rapid Rehousing Program

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Additional page(s) attached.

Signed by: Wayne Rutledge
 Si B740460E832A4D5...
 11/25/2024
 Date
 wayne Rutledge
 Name
 RH Community Builders LP
 Company
 Rh community Builders LP
 Address
 Fresno Ca
 City, State, Zip