

SERVICE CONTRACT

THIS CONTRACT (Contract) is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and POVERELLO HOUSE, a California Corporation (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions", "Special Conditions" and "Technical Specifications" for the following: REQUIREMENTS CONTRACT FOR HOMELESS STREET OUTREACH ASSESSMENT, AND/OR MOBILE SHOWER OPERATIONS (Bid File No. 12302683) copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of \$379,738.00, as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782, the Contractor shall indemnify, defend and hold harmless the City and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. The Contractor's obligations as set forth in this section shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, the Contractor, whenever there is any causal connection between the Contractor's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, the Contractor expressly agrees to undertake a duty to defend the City and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by the Contractor expressly includes all costs of litigation, attorneys' fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to the Contractor as reasonably determined by the City.

Upon the tender by the City to the Contractor, the Contractor shall be bound and obligated to assume the defense of the City and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from the City or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by Contractor that if the City tenders a defense of a claim on behalf of the City or any of its officers, officials, employees, agents, or volunteers and the Contractor fails, refuses or neglects to assume the defense thereof, the City and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and the Contractor shall be bound and obligated to reimburse the City and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether the City provided approval for, or did not review or object to, any insurance the Contractor may have procured in a accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by the City, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor 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 as set forth above.

5. 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 Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: _____
Melissa Perales, Purchasing Manager
General Services Department

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Brandon Collet 9/6/2023
1CFC5444CAA64DB... Date
Supv./Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

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

POVERELLO HOUSE,
A California corporation

By: Zachary D. Darrah 8/28/2023
5CC5CCFE9AC64CB...
Name: Zachary D. Darrah

Title: CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: Linda Bowman 8/29/2023
90A4975780564FA...
Name: Linda Bowman

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

REVIEWED BY:

CONTRACTOR:

Poverello House
Attention: Zachary D. Darrah,
Chief Executive Officer
412 F Street
Fresno, CA 93706
Phone: (559) 498-6988
E-mail: zdarrah@poverellohouse.org