

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on _____ (the Effective Date), by and between the City of Fresno, a California municipal corporation (City), and ELEVATE COMMUNITY SERVICES, INC., a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, the City and the Service Provider entered into an Agreement dated June 19, 2025, (Agreement), for the provision of professional triage center/emergency shelter services for Valley Inn (Property), located at 933 N. Parkway Drive, Fresno, CA 93728 (Project), funded through the Homeless Housing, Assistance, and Prevention (HHAP) program, in the amount of \$1,324,921.00; and

WHEREAS, the City and the Service Provider desire to enter into a First Amendment to extend the services of the Agreement through June 30, 2026, and to allocate an additional \$1,073,879.00 in new HHAP program funds for the extended term ending August 31, 2026.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Scope of Services. Service Provider shall continue to perform to the satisfaction of the City the services described in Exhibit A of the Agreement, 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.

(a) This Amendment shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through August 31, 2026, subject to any earlier termination in accordance with this Amendment. The services of Service Provider as described in **Exhibit A** of the Agreement 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 Amendment and in accordance with any performance schedule set forth in the amended **Exhibit B**, incorporated herein.

(b) Service Provider's operations shall be from January 1, 2026, through June 30, 2026; as described in the amended **Exhibit B**.

3. The total fee available for this Agreement period is \$1,073,879.00, as reflected in the updated budget referenced in the attached amended Exhibit B (attached).

4. This amount is separate from any previously awarded funds and may not be combined with prior allocations.

5. Exhibit B has been fully replaced, and the revised version is attached to this amendment.

6. Exhibit A remains unchanged, and the Service Provider shall continue to perform the services outlined therein to the satisfaction of the City. This includes all tasks necessary or incidental to the completion of those services, even if not explicitly detailed in Exhibit A.

7. The Service Provider shall comply with the Uniform Administrative Requirements and shall maintain financial management policies and procedures that ensure costs are determined allowable in accordance with the terms and conditions of this Agreement and the applicable federal cost principles set forth in 2 CFR Part 200.

8. The Service Provider shall submit actual monthly income and expense reports related to the management and operation of services, using the Service Provider's standard format as approved by the City. These reports shall be submitted no later than the fifteenth (15th) calendar day following the end of each calendar month. Additionally, an annual income and expense report shall be submitted in the same approved format in accordance with the reporting schedule set forth in **Exhibit B**. Each monthly report must be accompanied by supporting documentation, including but not limited to copies of checks evidencing payment and collections, supporting invoices, internal cost allocations, and any other backup materials reasonably requested by the City to substantiate the reported expenses and disbursements.

9. A detailed monthly statement for services rendered in the preceding month shall be submitted and will be payable in the normal course of City business, generally within forty-five (45) days of the City's receipt of a properly completed and adequately supported invoice. The Service Provider shall submit the final request for reimbursement no later than August 15, 2026 as set forth in **Exhibit B**. The City shall have no obligation to reimburse any expense that is not supported by a detailed invoice and the corresponding documentation.

10. This Amendment shall be incorporated into and governed by the terms and conditions of the Agreement. Except as expressly modified herein, all other provisions of the Agreement shall remain in full force and effect. In the event any conflict between the terms of this Amendment and the Agreement, the terms in this Amendment shall prevail. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Signed by: *Angela M. Karst* 11/18/2025
0A8F88F889DD447... Date
Angela M. Karst
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

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

Attachments:
1. Exhibit B

Elevate Community Services,
a California non-profit corporation

By: _____
Signed by: *Wayne Rutledge*
B740460E832A4D5...
Name: Wayne Rutledge

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

By: _____
DocuSigned by: *Brad Hardie*
E0CAB3F893874E5...
Name: Brad Hardie

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

SERVICE PROVIDER:
Elevate Community Services
Attention: Wayne Rutledge
President
3040 N Fresno Street
Fresno, CA 93703
Phone: (559) 492-1373
E-mail: wayne@uhbagles.com

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES **Service Agreement between City of Fresno (City)** **and Elevate Community Services (Service Provider)**

COMPENSATION

In no event shall compensation paid for services performed under this agreement exceed One Million Seventy-Three Thousand Eight Hundred Seventy-Nine and 00/100 Dollars (\$1,073,879.00) Unexpended funds from this allocation shall not carry over into subsequent extensions. This funding is distinct from the initial \$1,324,921.00 previously awarded and may not be combined or intermingled with those funds. Any portion of the initial \$1,324,921.00 for which a reimbursement request has not been submitted by February 15, 2026, shall not be disbursed and will remain with the City of Fresno.

MAINTENANCE

Major facility repairs over \$500 such as equipment, appliances and fixtures, plumbing and electric systems, structure, including the roof, and HVAC systems, among others, will be paid for and completed by the Service Provider. Service Provider shall obtain property owner's prior written approval before authorizing any expenditure over Five Thousand Dollars (\$5,000) in any one instance. No new construction is allowed. The facility complies with all shelter and housing habitability standards as identified in 24 CFR 576.403 and AB-362 Shelter Operations.

REQUESTS FOR REIMBURSEMENT

Service Provider's activities will be funded on a reimbursement basis with proof of actual expenses incurred and paid. Copies of all supporting documents must be clear and legible. Reimbursement packets must be completed and organized. All costs must be allowable according to 2 CFR 200 and all other applicable federal rules and regulations. Any expenses included that are not allowable will be deducted from the amount reimbursable. Expenses included in the general ledger or reimbursement request form that do not have supporting documentation will be deducted from the amount reimbursable.

Service Provider shall submit monthly reimbursement packets on or before the 15th calendar day after the expiration of each calendar month.

If an invoice package is found to be incomplete, the City will submit a request to the Service Provider for the missing documentation. The Service Provider shall have 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City will proceed with processing payment after the 10 business days have elapsed. The Service Provider may submit the missing documentation at a later date, provided it is submitted no later than 45 days prior to the expiration of the Term of this Agreement or within 30 days prior to the date of earlier termination of this Agreement.

Monthly Report – The Service Provider shall submit monthly income and expense

reports relating to the management and operation of the Project. Reports must be submitted in the Service Provider's standard format, as approved by the City, no later than the 15th calendar day after the expiration of each calendar month

Performance Period	Monthly Report Due
January 1, 2026 – January 31, 2026	February 15, 2026
February 1, 2026 – February 28, 2026	March 15, 2026
March 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – April 30, 2026	May 15, 2026
May 1, 2026 – May 31, 2026	June 15, 2026
June 1, 2026 – June 30, 2026	July 15, 2026

Annual Report – An annual report is required if the Project was operational any time during the performance period, regardless of the Project's start date. The annual report shall be submitted in accordance with the following schedule:

Performance Period	Annual Report Due
January 1, 2026 – June 30, 2026	August 15, 2026

Final Report upon Early Termination – In the event of early termination, the Service Provider shall submit a final income and expense report to the City no later than 30 days prior to the effective date of termination.

Final Report (End of Term) –The Service Provider's operational year is defined as January 1st through June 30th. Following the end of the operational year, a final reconciled income and expense report must be submitted by August 15, 2026.

Final Request for Reimbursement – The Service Provider shall submit the final request for reimbursement no later than August 15, 2026. Expenses not included in the final reconciled income and expense report submitted August 15 will not be eligible for reimbursement.

Budget

Budgeted Personnel Details

Position	# Month	FTE	Hourly Rate	Mthly Reimb	Salaries/ Wages	Taxes	Benefits	W/C
Case Manager	6	1.00	\$27.00		28,080.00	2,808.00	3,000.00	2,668.00
Case Manager	6	1.00	\$27.00		28,080.00	2,808.00	3,000.00	2,668.00
Driver	6	1.00	\$22.00		22,880.00	2,288.00	3,000.00	2,174.00
Fiscal Analyst	6	0.33	\$40.00		13,728.00	1,373.00	990.00	1,304.00
Housing Keeper	6	1.00	\$22.00	\$20.00	23,000.00	2,300.00	3,000.00	2,185.00
Maintenance Man	6	0.25	\$38.00		9,880.00	988.00	750.00	939.00
Monitor	6	1.00	\$20.00	\$20.00	20,920.00	2,092.00	3,000.00	1,987.00
Monitor	6	1.00	\$20.00	\$20.00	20,920.00	2,092.00	3,000.00	1,987.00
Monitor	6	1.00	\$20.00	\$20.00	20,920.00	2,092.00	3,000.00	1,987.00
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Monitor	6	1.00	\$20.00	\$20.00	20,920.00	2,092.00	3,000.00	1,987.00
Monitor	6	1.00	\$20.00	\$20.00	20,920.00	2,092.00	3,000.00	1,987.00
Monitor	1	1.00	\$20.00	\$20.00	3,487.00	349.00	500.00	331.00
Monitor	6	0.50	\$20.00	\$20.00	10,460.00	1,046.00	1,500.00	994.00
Lead Monitor	6	1.00	\$22.00	\$20.00	23,000.00	2,300.00	3,000.00	2,185.00
Program Manager	6	1.00	\$42.00		43,680.00	4,368.00	3,000.00	4,150.00
Total FTE		14.08	Total Personnel Costs		331,795.00	33,180.00	39,740.00	31,520.00

Budgeted Operating Details

		Annual Budget	Budget Narrative
SERVICES & SUPPLIES			
61005	Client Meals/Snacks	\$ 194,520.00	Twice daily hot meals provided to clients with one milk serving each morning, along with provided snacks for clients served throughout the day.
61010	Insurance & Professional Fees	\$ 12,108.00	(1) Fresno Housing HMIS annual user fees, (2) CPA and audit fees, (3) liability insurances, and (4) auto insurance coverage.
61015	Payroll Services	\$ 2,772.00	Payroll & HR processing fees for staff.
61020	Electronic Health Record	\$ -	Case noting Electronic Health Record system.
61025	Transportation & Vehicle Maintenance	\$ 13,596.00	(1) GPS vehicle tracking, (2) vehicle rentals and travel insurance, (3) gas expense, (4) staff mileage, (5) vehicle car washing, and (6) vehicle maintenance.
61030	Onboarding Expenses	\$ 900.00	Onboarding expense to include drug testing for new hires and background checks.
61035	Technology & Communications	\$ 7,518.00	(1) Google workspace subscriptions, (2) cell phone service, (3) IT Support and anti-virus subscriptions, and (4) translation service for clients.
61040	Office, Household & Program Supplies	\$ 6,360.00	(1) copier rental and printing overages, (2) copy paper & toner/ink, (3) office furniture & supplies, and (4) other general supplies for program specific operations.
61045	Staff Uniforms	\$ -	Staff uniforms.
61050	Staff Development & Training	\$ 2,046.00	(1) staff development and training services, (2) first-aid and CPR training, (3) seminar/webinar and conference registrations, (4) meals and lodging specific to travel pertaining to training.

61055	Client Personal Supplies	\$ 20,700.00	Client (1) linen and bedding, (2) hygiene, toiletries and cleaning supplies, (3) clothing, and (4) other client specific needs/supplies.
61060	Client Documents	\$ -	Vital documents purchased on behalf of clients.
TOTAL SERVICES & SUPPLIES		\$ 260,520.00	
FACILITY COSTS			
62005	Utilities	\$ 83,202.00	(1) Water, sewage and trash services, (2) electricity and gas, (3) landline and internet costs.
62010	Repairs & Maintenance	\$ 28,092.00	(1) Monthly fire alarm system, (2) pest control services, (3) annual facility inspections (4) and site specific repairs and maintenance costs.
62015	Security	\$ 160,704.00	(1) 24/7 Security guard service Jan - May and 12 hour guard service for June, and (2) surveillance monitoring.
62020	Replacement Computer & Tech	\$ -	Staff (1) cell phone(s) tablet(s), and computer(s) purchases, and (2) program specific technological replacements/enhancements.
62025	Client Furniture & Equipment	\$ 7,500.00	Client furnishings, such as beds, lamps, clothing drawers, tables, outdoor furniture and other furnishings for client housing.
TOTAL FACILITY COSTS		\$ 279,498.00	

Budget Summary

Program Name - Sage Commons	
Contracting Agency- City of Fresno	
Contract Period - January 1, 2026 - June 30, 2026	
Salaries	\$436,235.00
Operating	\$540,018.00
Start Up	\$0.00
Indirect-10%	\$97,625.30
Total	\$1,073,878.30