

## **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 ELEVATE COMMUNITY SERVICES, INC., a non-profit organization (Service Provider).

### **RECITALS**

WHEREAS, the City desires to obtain professional emergency shelter services for Travel Inn (Project) located at 1444 W White Ave, Fresno Ca, 93728; funded with HOMELESS HOUSING ASSISTANCE AND PREVENTION PROGRAM (HHAP).

WHEREAS, Service Provider is engaged in the business of furnishing such services 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 the 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 the 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.
  - (a) This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through February 28, 2027, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding, for up to two (2), 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.
  - (b) Service Provider's operations shall be from January 1, 2026, through December 31, 2026; as described in **Exhibit B**.
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 \$2,231,579.65, paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit B. 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 the City business. The City shall not be obligated to reimburse any expense for which it has not received proof of payment with applicable copies and identifiable receipts or records substantiating such expense.
- (c) Service Provider agrees to render actual monthly income and expense reports relating to the management and operation of the Project in Service Provider's standard format and approved by the City on or before the 30th calendar day after the expiration of each calendar month, and an annual income and expense report in Service Provider's standard format approved of by the City, within 45 days after the expiration of each calendar year during the Term of the Agreement. At the City's election (to be exercised by reasonable prior written notice to Service Provider), Service Provider shall deliver, concurrently with the delivery of each monthly income and expense report, copies of checks evidencing payments and collections and supporting invoices, internal allocations, and other back-up data as may be reasonably requested for the expenses and disbursements shown on the previous month's income and expense report. Service Provider shall render a final income and expense report to the City of Fresno within 45 days after the expiration of the Term or the date of earlier termination of this Agreement.
- (d) 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 the 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 the City to Service Provider; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any of the 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 the City any and all unearned payments and all properties and materials in the

possession of Service Provider that are owned by the 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, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the 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 the City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, the 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 the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide the 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 the 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 the 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 the 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 the 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 the City.

- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the 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 the 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, the 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 the 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, 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 Agreement. Service Provider'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, Service Provider, whenever there is any causal connection between the Service Provider's performance or non-performance of the work or services required under this Agreement and any claim or loss, injury or damage of any type, 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

Service Provider 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 Service Provider as reasonably determined by the City.

Upon the tender by the City to Service Provider, Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Agreement. In addition, such obligations remain in force regardless of whether the City provided approval for, or did not review or object to, any insurance Service Provider may have procured in accordance with the insurance requirements set forth in this Agreement. 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 Agreement.

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 the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

## 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 C, 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 C 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, Service Provider or any of its subcontractors 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 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 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 Service Provider shall not be deemed to release or diminish the liability of 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, persons under the supervision of Service Provider, vendors, suppliers, invitees, Service Provider's subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the 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 D. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify the 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 the 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 the City of these facts in writing.

- (c) Service Provider'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. Service Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Service Provider 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 the 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 that 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 the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.
  - (b) Immediately contact the 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 the 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 the 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 the 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 the 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 the City, Service Provider shall have provided evidence to the 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 the 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, Service Provider, 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 the City for any purpose. The 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, the 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 the City. Service Provider shall have no authority to bind the City absent the 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 the 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 the 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 the City employment benefits, entitlements, programs and/or funds offered employees of the 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 the 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 the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The 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 the 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 the 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, on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: \_\_\_\_\_  
*Signed by: Angela M. Janz*  
Angela M. Janz  
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 A - Scope of Services
2. Exhibit B - Schedule of Fees and Compensation
3. Exhibit C - Insurance Requirements
4. Exhibit D – Conflict of Interest

ELEVATE COMMUNITY SERVICES,  
INC, a California non-profit corporation

By: \_\_\_\_\_  
*Signed by: Wayne Rutledge*  
Wayne Rutledge  
Name: Wayne Rutledge

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

By: \_\_\_\_\_  
*Signed by: Brad Hardie*  
Brad Hardie  
Name: Brad Hardie

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

REVIEWED BY:

SERVICE PROVIDER:

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



## **EXHIBIT A**

### **SCOPE OF SERVICES** **Service Agreement between City of Fresno** **and Elevate Community Service, Inc** Travel Inn

In addition to the content provided in Exhibit A, Elevate Community Service, Inc. (Service Provider) will honor all outlined requirements and their detailed response to 12500851 Request for Proposal for Emergency Shelter Operations.

#### **PROGRAM DESIGN**

Travel Inn as an Emergency Shelters will provide 24-hour emergency shelter that offers on-site, housing- focused services including diversion, housing placement, connection to community resources, and stabilization of health issues. Emergency Shelters are intended to provide a safe, supportive environment where residents will be provided with wraparound services to attain permanent housing by rebuilding their support network and addressing the issues that led to the episode of homelessness.

The facility to be used as an Emergency Shelters is a permanent structure, located at 1444 W White Ave, Fresno, Ca 93728 and is accessible by public transportation. The City will have control of the facility for use as an Emergency Shelter. Costs for minor facility improvements are allowed, but must be reasonable, necessary, and minimal. No new construction is allowed. The Project complies with all shelter and housing habitability standards as identified in 24 CFR 576.403 and AB-362 Shelter Operations.

A Good Neighbor policy is required whereby Service Provider is responsible for securing and maintaining the perimeter of Emergency Shelter facility, keeping clear of any nuisances and code violations. Emergency Shelter programs are expected to collaborate with other social services, justice entities, workforce systems, services for older adults, services for people with disabilities, child welfare system, education system, and local homeless coordinated entry system in providing services to those that present at Emergency Shelter locations for homeless services.

#### **LOW-BARRIER HOUSING**

Service Provider shall adhere to low-barrier shelter standards. An operating principle of effective low-barrier shelter is to keep the rules to a bare minimum, so it doesn't become barriers to a person's ability to enter or reside in shelter. Travel Inn beds must be open to all regardless of sexual orientation, marital status, or gender identification. Programs must allow for guests to enter with their pets, possessions, and partners. Service Provider, may determine the parameters for admitting guests with pets or possessions (e.g. crating or kenneling pets on site, limiting the amount of personal possessions, and where they can be stored). Shelters should allow for 24-hour client access and should not exclude people because of intoxication or serious mental illness. Service Provider shall make efforts to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Service Provider shall use harm reduction strategies, configure shelter space to accommodate households with

different service needs, and provide staff training on serving people using substances and/or with mental illness. People exhibiting behaviors that pose a serious danger to themselves, or others may not be admitted. Guests may be absent for a maximum of seventy-two (72) hours without contact and still retain their spot. Service Provider will determine number of absence episodes allowed to continue participation. Exceptions to these guidelines should be clearly justified.

### **TARGET POPULATION**

Individuals or families in the City of Fresno and Madera County who are currently experiencing homelessness, or at imminent risk of homelessness, regardless of sexual orientation, marital status, or gender identification.

### **HOUSING FIRST STRATEGY**

Service Provider is well versed in Housing First and aligns all organizational policies with the core components of Housing First. The core components of Housing First, which aim to remove barriers from entry into housing and shelter, are at the root of creating an environment where individuals can meet their basic needs and allow space to begin working on their higher-level needs.

Service Provider has no requirement of sobriety to enter shelter and does not require individuals to participate in services during their 90 days of Emergency Shelter. While Service Provider makes numerous efforts to encourage participation, not participating in services does not prohibit an individual from entering shelter. Further, there are no housing readiness requirements and referrals are accepted directly from the street outreach teams in the Fresno community.

The services offered at all Emergency Shelters operated by Service Provider are rooted in problem solving techniques and driven by the individual's voice and choice. While the ultimate goal of permanent housing remains the core, each individual drives the decisions that are made, what type of housing is pursued, and any other services that they are open to receiving.

To further align with Housing First, all Service Provider, Housing Case Managers and Monitors are trained in evidence-based practices including Motivational Interviewing. Harm reduction is a core value of the Emergency Shelters and substance abuse alone will not result in a termination from shelter.

At the core, Service Provider believes that Emergency Shelter is an entry point into further services and not a reward for already engaging in services. Service Provider believes that when the basic needs of an individual are met- shelter, food, and safety- they will become interested in meeting their higher-level needs such as receiving substance use disorder treatment, mental health treatment and medical treatment.

### **REFERRAL AND ASSESSMENT**

The beds must be open to all who desire the service. Guests must be registered and agree to services provided by Travel Inn. Staff will prescreen guests for potential Diversion services and, if deemed eligible, provide immediate referral to a Diversion

program for assessment by Diversion program staff. Travel Inn must accept self-referrals, FMCoC CES referrals, and law enforcement referrals. Clients referred to the Emergency Shelter by FMCoC CES, and the City's HOPE Team must be accepted if vacancies are available. Emergency Shelters must be Coordinated Entry assessment sites which conduct homeless services pre- screening using the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT). The minimum requirements for a Coordinated Entry assessment site include: 1. Having user access to HMIS; 2. Having at least one (1) staff trained and authorized to both use HMIS and conduct the VI- SPDAT assessment or the assessment tool approved by the FMCoC; and 3. Adhering to CES policies and procedures for conducting assessments and communicating about coordinated entry; and 4. Providing referrals to other community services and resources, as appropriate, upon completion of the standardized assessment.

### COORDINATION OF SERVICES

The Emergency Shelter operations administered by Service Provider must be provided as part of a continuum of services available to eligible homeless individuals and families in the City of Fresno. Elevate will provide low-barrier access to emergency shelter coupled with intensive housing-focused services to set households on the path to attaining permanent housing.

Priority placement in Travel Inn shall be given to individuals experiencing homelessness referred to by the City of Fresno. Service Provider will work closely with other agencies such as The Poverello House to receive referrals for shelter from the street outreach team and WestCare California to divert individuals through their diversion services. Services shall be offered in coordination with other complementary services, as part of the path from homelessness to permanent housing stability. Individuals and families selected for these services are to be prioritized through the FMCoC Coordinated Entry System (CES) in consultation with participating CES agencies. Emergency Shelters will provide safe and secure, temporary housing used in the short term when individuals and families are unsheltered and/or awaiting a permanent housing intervention, to prepare for placement into permanent housing. Emergency Shelters will work closely with permanent housing providers to ensure that households are quickly placed into permanent housing and are connected to community resources to enable them to achieve long-term housing stability.

### PERFORMANCE MEASUREMENT AND OUTCOME

| Measurable Goal                                                                                                                                                                                                                                                                | Outcome |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| Available Beds                                                                                                                                                                                                                                                                 | 150     |
| Bed Occupancy Rate                                                                                                                                                                                                                                                             | 95%     |
| Minimum total clients served annually. City of Fresno bed utilization rate of 4 clients per bed annually.                                                                                                                                                                      | 600     |
| % of Safe Exit - A <b>safe exit</b> from this program is defined as one of the following destinations: Institutional Situation, Temporary Situation, Permanent Situation, Bridge Housing or other emergency housing programs. Clients will attain a safe exit within 120 days. | 60%     |
| The number of days after entry into the Emergency Shelter that clients will become permanently housed or attain a safe exit from the                                                                                                                                           | 90      |

|                                                                                   |     |
|-----------------------------------------------------------------------------------|-----|
| program. Program to evaluate client engagement in housing plan on a 30-day bases. |     |
| Unduplicated clients to be served annually                                        | 250 |

## **MONITORING**

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

## **DATA COLLECTION**

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).

## **MAINTENANCE AND REPAIR**

Service Provider shall keep the Property, including, without limitation, all buildings, common areas, and other improvements on the Property, in good order, repair, and condition so that the Property is maintained in a first-class condition equal to or better than competing projects and other similar projects managed by Service Manager in accordance with the then-current Budget approved by the City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without the City's consent only for emergency repairs to the Property that are immediately required to be made for the preservation and safety of the Property, to avoid the suspension of any essential service to or for the Property, or to avoid danger to life or property at the Property (Emergency Expenditures), provided that Service Provider shall give the City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with the City of Fresno prior to making any Emergency Expenditures.

## **COMPLIANCE**

Service Provider shall operate and maintain the Travel Inn, in compliance with, and in the performance of its duties hereunder shall abide by, all statutes, laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any national and local government and appropriate agencies, departments, commissions, or boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at the City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain the City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in the Maintenance and Repair section above.

## **SERVICE CONTRACTS**

Service Provider may negotiate and execute contracts with independent contractors for services required in the ordinary course of business in operating the Property, including, without limitation, contracts for security protection, cleaning and janitorial service, utilities, and, to the extent applicable, internet, boiler, and HVAC maintenance; provided, however, that (i) except as otherwise approved by the City of Fresno in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or the City without cause on thirty (30) days' notice; and (ii) the nature and cost of the services to be contracted for are included in the then-current Budget approved by the City.



## **EXHIBIT B**

### **SCHEDULE OF FEES AND EXPENSES** **Service Agreement between City of Fresno** **and Elevate Community Services, Inc** Travel Inn

#### **COMPENSATION**

In no event shall the compensation be paid for services performed under this Agreement in excess of \$2,231,579.65. If Service Provider does not fully expend all funding by the term of the Agreement identified in section 2, Service Provider will forfeit any unspent funds, the City will re-allocate those funds for other eligible uses.

#### **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 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 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 30th 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 Service Provider for the missing documentation. 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.

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** – Service Provider shall submit monthly income and expense reports relating to the management and operation of the Travel Inn. Reports must be submitted in Service Provider’s standard format, as approved by the City of Fresno, no later than the 30th calendar day after the expiration of each calendar month.

| Performance Period                     | Monthly Report Due |
|----------------------------------------|--------------------|
| January 1, 2026 – January 31, 2026     | February 28, 2026  |
| February 1, 2026 – February 28, 2026   | March 30, 2026     |
| March 1, 2026 – March 31, 2026         | April 30, 2026     |
| April 1, 2026 – April 30, 2026         | May 30, 2026       |
| May 1, 2026 – May 31, 2026             | June 30, 2026      |
| June 1, 2026 – June 30, 2026           | July 30, 2026      |
| July 1, 2026 – July 31, 2026           | August 30, 2026    |
| August 1, 2026 – August 31, 2026       | September 30, 2026 |
| September 1, 2026 – September 30, 2026 | October 30, 2026   |
| October 1, 2026 – October 31, 2026     | November 30, 2026  |
| November 1, 2026 – November 30, 2026   | December 30, 2026  |
| December 1, 2026 – December 31, 2026   | January 30, 2027   |

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

| Performance Period                  | Annual Report Due |
|-------------------------------------|-------------------|
| January 1, 2026 – December 31, 2026 | February 15, 2027 |

**Final Report upon Early Termination** – In the event of early termination, 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)** – Service Provider’s operational year is defined as January 1st through December 31st. Following the end of the operational year, a final reconciled income and expense report must be submitted by February 15, 2027.

**Final Request for Reimbursement** – Service Provider shall submit the final request for reimbursement no later than February 15, 2027. Expenses not included in the final reconciled income and expense report submitted after February 15 will not be eligible for reimbursement.

**BUDGETED PERSONNEL DETAILS**

| Position            | # Months         | FTE          | Hourly Rate | Mthly Reimb                  | Salaries/Wages    | Taxes            | Benefits         | W/C              | Budget Narrative                                                                                                                                                                      |
|---------------------|------------------|--------------|-------------|------------------------------|-------------------|------------------|------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Case Manager        |                  |              | \$26.00     |                              | 0.00              | 0.00             | 0.00             | 0.00             | Case manager is responsible for teaching daily living skills to clients including bathing and wound care.                                                                             |
| Case Manager        |                  |              | \$26.00     |                              | 0.00              | 0.00             | 0.00             | 0.00             | Case manager is responsible for teaching daily living skills to clients including bathing and wound care.                                                                             |
| Case Manager        | 12               | 1.00         | \$28.00     |                              | 58,240.00         | 5,824.00         | 2,912.00         | 3,494.00         | Case manager is responsible for teaching daily living skills to clients including bathing and wound care.                                                                             |
| Case Manager        | 12               | 1.00         | \$28.00     |                              | 58,240.00         | 5,824.00         | 2,912.00         | 3,494.00         | Case manager is responsible for teaching daily living skills to clients including bathing and wound care.                                                                             |
| Director            | 12               | 0.33         | \$60.00     |                              | 41,184.00         | 4,118.00         | 2,059.00         | 2,471.00         | Director oversees compliance of program, monitoring outcomes to contract, and supports Program Manager in daily operations                                                            |
| Driver              | 12               | 1.00         | \$21.00     |                              | 43,680.00         | 4,368.00         | 2,184.00         | 2,621.00         | Driver is responsible for transporting clients to appointments including medical, housing and other errands needed.                                                                   |
| Lead Case Manager   |                  |              | \$32.00     |                              | 0.00              | 0.00             | 0.00             | 0.00             |                                                                                                                                                                                       |
| Housing Keeper      | 12               | 1.00         | \$24.00     | \$20.00                      | 50,160.00         | 5,016.00         | 2,508.00         | 3,010.00         |                                                                                                                                                                                       |
| Maintenance Manager |                  |              | \$35.00     |                              | 0.00              | 0.00             | 0.00             | 0.00             | Maintenance Manager is responsible for repairing damages made to the facility either by clients or normal wear and tear and for providing guidance and oversight to Maintenance Tech. |
| Maintenance Tech    | 12               | 1.00         | \$25.00     | \$20.00                      | 52,240.00         | 5,224.00         | 2,612.00         | 3,134.00         | Maintenance Tech is responsible for repairing damages made to the facility either by clients or normal wear and tear.                                                                 |
| Monitor             |                  |              | \$23.00     | \$20.00                      | 0.00              | 0.00             | 0.00             | 0.00             | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 2                | 1.00         | \$21.00     | \$20.00                      | 7,320.00          | 732.00           | 366.00           | 439.00           | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 12               | 1.00         | \$21.00     | \$20.00                      | 43,920.00         | 4,392.00         | 1,318.00         | 2,635.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
| Monitor             | 10               | 1.00         | \$21.00     | \$20.00                      | 36,600.00         | 3,660.00         | 1,098.00         | 2,196.00         |                                                                                                                                                                                       |
| Monitor             | 10               | 1.00         | \$21.00     | \$20.00                      | 36,600.00         | 3,660.00         | 1,098.00         | 2,196.00         |                                                                                                                                                                                       |
| Program Manager     | 12               | 1.00         | \$42.00     | \$20.00                      | 87,600.00         | 8,760.00         | 4,380.00         | 5,256.00         |                                                                                                                                                                                       |
| Fiscal Analyst      | 12               | 0.33         | \$40.00     | \$20.00                      | 27,535.00         | 2,754.00         | 551.00           | 1,652.00         | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
|                     |                  |              | \$28.00     | \$20.00                      | 0.00              | 0.00             | 0.00             | 0.00             | Monitor responsible for oversight of facility and client needs, ensuring safety and operations.                                                                                       |
|                     |                  |              |             |                              | 0.00              | 0.00             | 0.00             | 0.00             | Program Manager runs the day to day operations of program, coordinates referrals with CES, supports staff development and training, resolves client conflicts.                        |
|                     |                  |              |             |                              |                   |                  |                  |                  |                                                                                                                                                                                       |
|                     | <b>Total FTE</b> | <b>15.66</b> |             | <b>Total Personnel Costs</b> | <b>762,919.00</b> | <b>76,292.00</b> | <b>30,588.00</b> | <b>45,773.00</b> | <b>\$ 915,572.00</b>                                                                                                                                                                  |

**BUDGET OPERATING DETAILS**

|                                      |                                      | Budgeted Unit | Unit Measurement | Monthly Budget      | Annual Budget        | Budget Narrative                                                                                                                                                                                |
|--------------------------------------|--------------------------------------|---------------|------------------|---------------------|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SERVICES &amp; SUPPLIES</b>       |                                      |               |                  |                     |                      |                                                                                                                                                                                                 |
| 61005                                | Client Meals/Snacks                  |               |                  | \$ 46,680.00        | \$ 560,160.00        | 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        |               |                  | \$ 1,764.00         | \$ 21,168.00         | (1) Fresno Housing HMIS annual user fees, (2) CPA and audit fees, (3) liability insurances, and (4) auto insurance coverage.                                                                    |
| 61015                                | Payroll Services                     |               |                  | \$ 709.40           | \$ 8,512.78          | Payroll & HR processing fees for staff.                                                                                                                                                         |
| 61020                                | Electronic Health Record             |               |                  | \$ -                | \$ -                 | Case noting Electronic Health Record system.                                                                                                                                                    |
| 61025                                | Transportation & Vehicle Maintenance |               |                  | \$ 2,464.00         | \$ 29,568.00         | (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                  |               |                  | \$ 130.00           | \$ 1,560.00          | Onboarding expense to include drug testing for new hires and background checks.                                                                                                                 |
| 61035                                | Technology & Communications          |               |                  | \$ 780.00           | \$ 9,360.00          | (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 |               |                  | \$ 990.00           | \$ 11,880.00         | (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         |               |                  | \$ 260.00           | \$ 3,120.00          | (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             | 130.00        | # Clients        | \$ 3,850.00         | \$ 46,200.00         | 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.                                                                                                                                                 |
| <b>TOTAL SERVICES &amp; SUPPLIES</b> |                                      |               |                  | <b>\$ 57,627.40</b> | <b>\$ 691,528.78</b> |                                                                                                                                                                                                 |
| <b>FACILITY COSTS</b>                |                                      |               |                  |                     |                      |                                                                                                                                                                                                 |
| 62005                                | Utilities                            |               |                  | \$ 8,239.00         | \$ 98,868.00         | (1) Water, sewage and trash services, (2) electricity and gas, (3) landline and internet costs.                                                                                                 |
| 62010                                | Repairs & Maintenance                |               |                  | \$ 3,325.00         | \$ 39,900.00         | (1) Monthly fire alarm system, (2) pest control services, (3) annual facility inspections (4) and site-specific repairs and maintenance costs.                                                  |
| 62015                                | Security                             |               |                  | \$ 22,320.00        | \$ 267,840.00        | (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         |               |                  | \$ 1,250.00         | \$ 15,000.00         | Client furnishings, such as beds, lamps, clothing drawers, tables, outdoor furniture and other furnishings for client housing.                                                                  |
| <b>TOTAL FACILITY COSTS</b>          |                                      |               |                  | <b>\$ 35,134.00</b> | <b>\$ 421,608.00</b> |                                                                                                                                                                                                 |
| <b>START-UP COSTS</b>                |                                      |               |                  |                     |                      |                                                                                                                                                                                                 |
| 65310                                | Computer Equipment - Start Up        |               |                  | \$ -                | \$ -                 |                                                                                                                                                                                                 |
| 65340                                | Office Supplies - Start Up           |               |                  | \$ -                | \$ -                 |                                                                                                                                                                                                 |
| <b>TOTAL START-UP COSTS</b>          |                                      |               |                  | <b>\$ -</b>         | <b>\$ -</b>          |                                                                                                                                                                                                 |

|                     |                        |
|---------------------|------------------------|
| <b>\$ 92,761.40</b> | <b>\$ 1,113,136.78</b> |
|---------------------|------------------------|

**BUDGET SUMMARY**

Program Name - Travel Inn Emergency Shelter  
Contracting Agency- City of Fresno  
Contract Period - January 1, 2026 - December 31, 2026

|               |    |              |
|---------------|----|--------------|
| Salaries      | \$ | 915,572.00   |
| Operating     | \$ | 1,113,136.78 |
| Indirect- 10% | \$ | 202,870.88   |
| Total         | \$ | 2,231,579.65 |

## **EXHIBIT C INSURANCE REQUIREMENTS**

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 the 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) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 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) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 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. The 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 the 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 the 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 the 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 the 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 the 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 the 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’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, 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 and include the City of Fresno as an Additional Insured with Primary and Non Contributory coverage.

#### VERIFICATION OF COVERAGE

Service Provider shall furnish the 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 the 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 the City, Service Provider shall immediately furnish the 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 D**  
**DISCLOSURE OF CONFLICT OF INTEREST**  
**Elevate Community Services, Inc**

|                                                                       |                                                                                                                                                                                                                | 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

B740460E832A4D5...

11/18/2025

Date

Wayne Rutledge

Name

Elevate Community Services Inc.

Company

3040 N Fresno St

Address

Fresno CA 93703

City, State, Zip