

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 Poverello House, a non-profit organization (Service Provider).

RECITALS

WHEREAS, the City desires to obtain emergency shelter services for Clarion Pointe (Hope Pointe) located at 4061 N Blackstone Avenue (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as emergency shelter 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 & 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 August 31, 2026, subject to any earlier termination in accordance with this Agreement. 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 June 30, 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 \$900,000.00, 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's business. The City shall not be obligated to reimburse any expenses 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 Clarion Pointe 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 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 to the 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 Clarion Pointe; 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 Contract and any claim or loss, injury or damage of any type, Service Provider 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 Service Provider 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's 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 to 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.

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 Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City of Fresno Attorney

Signed by: _____
By: _____ 11/18/2025 Date
Angela M. Harst
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

POVERELLO HOUSE, a California non-
profit corporation

Signed by: _____
By: _____
Name: Zachary Darrah

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

DocuSigned by: _____
By: _____
Name: Linda Bowman

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

REVIEWED BY:

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

SERVICE PROVIDER:
Poverello House
Attention: Zachary Darrah
Chief Executive Officer
412 F Street
Fresno, CA 93706
Phone: (559) 498-6988 ex. 110
E-mail: zdarrah@poverellohouse.org

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

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno of Fresno** **and Poverello House** **Clarion Pointe**

In addition to the content provided in Exhibit A, Poverello House will honor all outlined requirements and their detailed response to Request for Qualifications NO. 12500851 Triage Center/Emergency Shelter Operations.

OPERATING PRINCIPLES

Poverello House has served as the operator of Clarion Pointe (Hope Pointe) since July 2023. Clarion Pointe is a combination of emergency shelter and bridge beds; this project focuses on 90 emergency shelter beds funded by HHAP.

HEALTH & SAFETY EDUCATION

Poverello House recognizes the importance of embedding health and safety education within all programs for staff and clients. Workshops targeting sex education provide clients with knowledge about sexual health and safety. These classes cover topics such as consent, contraception, sexually transmitted infections (STIs), and health relationships. Poverello House works with medical providers such as Kaiser Permanente and Family Healthcare Network to give classes on sexual health and harm reduction principles. Kaiser nurses come every quarter. These classes are located at Hope Pointe. Classes are in a small group setting in a private room. Poverello House also offers alcohol and other drug abuse (AOD) given by a certified AOD specialist. These classes are held once a week at Hope Pointe. The AOD specialist follows a curriculum approved by SAMSHA.

COMMUNITY RESOURCES

Case managers are responsible for linking clients to community education, employment, and social services resources. Poverello House works with Big Picture Academy and Cesar Chavez Adult School to secure clients' high school diplomas and GEDs. Poverello House also works with Fresno City College to enroll clients in vocational classes or general education. Poverello House also works with Workforce Connection to assist in job searches and soft skill training. Workforce. Poverello House also partners with Bank of America to give financial literacy. These classes occur every two weeks by bank personnel.

Poverello House works closely with the Fresno County Department of Social Services (DSS) and Behavioral Health (DBH). Poverello House case managers link clients to DSS entitlement benefits such as general relief, CalFresh, and other entitlement benefits. Poverello House also works with DBH's Wellness Center to link clients who have moderate to severe mental health concerns. Poverello House can get clients' prescriptions and manage crises through the DBH Wellness Center.

LOW-BARRIER PRINCIPLES

Poverello House adheres to low-barrier shelter principles by removing as many obstacles as possible for individuals seeking shelter. The facility operates 24 hours a day, seven days a week. Poverello House has fully implemented the Housing First Model by providing access without preconditions such as sobriety, treatment, or service participation.

Embracing a harm reduction approach, Poverello House allows individuals under the influence of substances to access services, provided they do not use substances on the premises. Poverello House works with clients to manage their substance use by creating linkages to appropriate substance use treatment programs. Narcan is available on-site, and all staff are trained to administer it. Clients found with substances will be asked to dispose of them, and multiple occurrences may lead to exit from the program for safety reasons.

Poverello House recognizes the significant companionship pets provide to their owners. Pets are permitted on the premises and within their owners' sleeping quarters. Poverello House collaborates with animal wellness organizations to provide care when possible. Poverello House also accommodates pets by providing food, leashes, designated play areas, and relief areas. Poverello House does not require proof of pet vaccinations.

Hope Pointe does provide room accommodations for couples. If separated, case managers will coordinate to ensure they are housed together in permanent housing. Poverello House includes access to Licensed Family and Marriage Therapists to help mediate relational conflicts and develop healthy relationships. Poverello House serves individuals of all sexual orientations. Staff training enables the program's ability to serve individuals experiencing severe mental illness.

Clients are provided with secure storage for their belongings, including locked drawers by their beds and additional secured storage on the campus. Clients must report daily to the facility by 10 p.m. and can leave the premises starting at 5 a.m. Clients have access to the premises 24 hours a day. Staff collaborate with clients who need to come and go during irregular hours. Clients are permitted a 72-hour absence without losing their program placement. Staff will work with clients to address reasons for multiple absences and conduct documented interventions. If unsuccessful, the client may be excited about the program.

Clients must respect the confidentiality, rights, and privacy of others and refrain from using inappropriate language or behaviors. Threats, violence, and weapons are strictly prohibited. They are expected to respect their living space. By adhering to these principles and policies, Poverello House ensures a supportive and inclusive environment for all clients on their way to permanent housing.

AFFORDABLE HOUSING ELIGIBILITY

Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager/navigator. Below is the process by which the Coordinated Entry System is followed:

- The case manager/navigator will meet with the client to create an action plan to address immediate emergency needs, potential supportive services, and a housing plan. This process includes administering the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) or any standardized assessment tool utilized by service providers in the community.
- Linkage to supportive services includes the following: physical and mental health, employment training and opportunities, substance abuse treatment, Medi-Cal and CalFresh eligibility, and social security/disability benefits. Staff will work with mainstream providers to understand eligibility requirements.
- The case manager/navigator will meet with clients weekly to monitor supportive service plans and progress on the housing plan.
- The case manager/navigator will acquire documentation such as identification and social security cards, birth certificates, and other supportive documents needed for housing.
- The case manager will work on increasing income and identifying any barriers to housing.
- Once a housing plan is established, and documentation is secured, a match form is submitted to the community housing matcher.
- After receiving a match confirmation, the navigator will work with the client to present their housing options.
- Once a client accepts a match, the navigator will work with the housing provider to secure housing.

PRIORITIZATION PROCESS

If the number of applicants exceeds the number of available beds, Poverello will consider the following factors:

- Current living situation: if one is “at imminent risk” or literally homeless, the literal homeless individual will take priority
- Determine if Diversion is possible or immediate housing intervention (shared housing)
- Vulnerability assessment: length of homelessness, disability, and prioritization process unique to the state encampment area. Prioritization will consider how long the person has resided in the state encampment area.
- Age: Priority will be given to applicants 60 and older.

TRANSITION PLANNING

The program includes strategies for diversion and self-resolution. If the client is exited without housing, they will be immediately assigned a street navigator. Street navigators will help clients reconnect with family or friends who can provide support. The street navigators will continue to link them to supportive services and housing. Additionally, clients needing further support will be linked to Poverello House’s Cal-AIM Enhanced Care Management and Community Support program, which provides comprehensive care management services. Clients can also access Poverello House’s Enrichment Center and Fresno County’s Wellness Center for mental health programs and counseling. Poverello House will also link them to services offered on their campus, such as meals, laundry, showers, clothing, and mail service. The street outreach and navigation will

continue to link them to primary care providers such as Clinica Sierra, Family Healthcare Network, and United Healthcare Centers.

PERFORMANCE MEASUREMENT AND OUTCOME

Measurable Goal	Outcome
Available Beds	90
Bed Occupancy Rate	90%
Minimum total clients served annually. City of Fresno of Fresno bed utilization rate of 4 clients per bed annually.	180
% of Safe Exit - A safe exit 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 90 days.	50%
Minimum total clients that will exit to Permanent Situation . A requirement of the funding is to increase the number of people exiting homelessness into permanent housing.	90
Unduplicated clients to be served within a six-month period	180

MONITORING

In addition to monthly activity reports, progress and outcomes, the City of Fresno 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

Poverello House 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. Poverello House, 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 of Fresno in a timely manner. Expenses associated with HMIS licenses and services are the responsibility of the Service Provider.

MAINTENANCE AND REPAIR

Poverello House 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 of Fresno of Fresno and with funds received as part of the maintenance budgeted line-item. Poverello House may make expenditures or enter contracts without the City of Fresno'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 Poverello House shall give the City of Fresno of Fresno

notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with the City of Fresno of Fresno prior to making any Emergency Expenditures.

COMPLIANCE

Poverello House shall operate and maintain the Clarion Pointe, 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"). Poverello House further agrees promptly to remedy any violation of a Requirement at the City of Fresno's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Poverello House shall obtain the City of Fresno's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in the Maintenance and Repair section above.

SERVICE CONTRACTS

Poverello House 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 Poverello House or the City of Fresno 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 of Fresno.

RAMP DOWN PROCESS

The Service Provider will maintain 24/7 operations throughout the term of the Agreement. They will also provide the City with a list of positions and FTEs required to sustain operations during the ramp-down process. Staffing levels must remain sufficient to ensure safe and effective operations.

If staffing levels decline due to resignation, termination, or any other form of departure, the Service Provider must immediately notify the City immediately and submit a plan to maintain operational continuity.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES **Service Agreement between City of Fresno** **and Poverello House** **Clarion Pointe**

COMPENSATION

In no event shall the compensation be paid for services performed under this agreement in excess of \$900,000.00. Unexpended funds from this allocation shall not carry over into subsequent extensions. This funding is distinct from any previous awards and may not be combined or intermingled with those funds. Any portion of the \$900,000.00 for which a reimbursement request has not been submitted by August 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 Poverello House. Poverello House 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

Poverello House 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.

Poverello House 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 of Fresno will submit a request to Poverello House for the missing documentation. Poverello House has 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City of Fresno will proceed with processing payment after the 10 business days have elapsed.

Poverello House 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 – Poverello House shall submit monthly income and expense reports relating to the management and operation of the Clarion Pointe. Reports must be submitted in Poverello House’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 31, 2026
March 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – April 30, 2026	May 31, 2026
May 1, 2026 – May 31, 2026	June 30, 2026
June 1, 2026 – June 30, 2026	July 31, 2026

Annual Report – An annual report is required if Clarion Pointe was operational any time during the performance period, regardless of the Clarion Pointe’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, Poverello House shall submit a final income and expense report to the City of Fresno no later than 30 days prior to the effective date of termination.

Final Report (End of Term) – Poverello House’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 – Poverello House 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 after August 15 will not be eligible for reimbursement.

BUDGET

Poverello House	
90 beds, 6 months	
	Total Project Budget
	Total
<u>Personnel</u>	
Chief Programs Officer (.10 FTE)	\$ 6,250.00
Chief Operations Officer (.10 FTE)	\$ 5,250.00
Chief Financial Officer (.05 FTE)	\$ 5,200.00
Director of Shelter (.30 FTE @ \$72,500)	\$ 10,875.00
IT Coordinator (.10 FTE @ \$27.00/hour)	\$ 2,808.00
Shelter Coordinator (1.0 FTE @ \$25.00/hour)	\$ 26,000.00
Client Navigator (4.0 FTE @ \$21.00/hour)	\$ 76,440.00
Client Services Specialist (13.0 FTE @ \$19.26/hour)	\$ 260,395.20
Facilities Coordinator (.25 FTE @ \$25/hour)	\$ 6,500.00
Security Specialist (3.0 FTE @ \$19.26/hour)	\$ 60,091.20
<u>Benefits @ 25%</u>	\$ 114,952.35
<u>Taxes @ 8.65%</u>	\$ 39,773.51
<u>Total Personnel</u>	\$ 614,535.26
<u>Non-Personnel</u>	
<u>Operating Costs</u>	
Program Supplies	\$ 7,126.56
Meal Services (1 X 90 X 180 X \$5.50)	\$ 89,100.00
Utilities (PG&E/trash/water)	\$ 70,000.00
Linens/Towels/Detergent	\$ 10,000.00
Office Supplies	\$ 2,500.00
Communications (4 Cell phones/4 desk phones/Internet)	\$ 7,920.00
Fuel/Insurance/Maintenance Vehicles	\$ 10,000.00
Facilities Maintenance	\$ 6,000.00
HMIS Licenses (1 X \$1,000)	\$ 1,000.00
<u>Total Non-Personnel</u>	\$ 203,646.56
<u>Direct Costs</u>	\$ 818,181.82

<i>Indirect Costs @ 10%</i>	\$	81,818.18
<i>Total Direct and Indirect</i>	\$	900,000.00
<i>Grand Total</i>	\$	900,000.00

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 City, its officers, officials, employees, agents and volunteers.

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

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

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

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

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by Service Provider

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Service Provider, Service Provider must purchase "extended

reporting” coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to City for review.

5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City’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 the 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 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
Poverello House

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signed by: _____
Zachary Darrah
 Sig...5CC5CCFE9AC64CB...
 11/18/2025
 Date
 Zachary Darrah
 Name
 Poverello House
 Company
 412 F Street
 Address
 Fresno, CA 93706
 City, State, Zip