

SECOND AMENDMENT TO SERVICE AGREEMENT

THIS SECOND AMENDMENT TO SERVICE AGREEMENT (Amendment) entered into effective upon execution by both parties (the Effective Date), amends the Service Agreement (Agreement) between the CITY OF FRESNO (the City), and Poverello House (Service Provider), entered into on June 1, 2023, to provide funding to operate the emergency shelter and professional triage center support services for unhoused individuals at The Clarion Pointe located 4061 N. Blackstone Avenue, Fresno, CA 93726 (Clarion Pointe).

RECITALS

- A. Pursuant to the Agreement, the City provided funding to the Service Provider for emergency shelter and professional triage center support services for unhoused individuals at the Clarion Pointe funded through the HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) program for a total fee of \$2,799,997.48 effective through May 31, 2024.
- B. On September 28, 2023, the City and Service Provider entered into a First Amendment to revise the scope of work, to reduce the number of shelter beds, and to reduce funding by \$1,039,909.29 for a total fee of \$1,760,088.19.
- C. Pursuant to the First Amendment, both HHAP and Encampment Resolution Fund Round 2 (ERF-2) funds were authorized up to \$1,760,088.19, of which \$1,280,770.45 in HHAP funding and \$479,317.74 of ERF-2 funding was spent.
- D. The City and Service Provider now desire to extend the term of the Agreement to May 31, 2025, and to increase HHAP funding by \$1,319,019.24 for a total award of \$3,079,107.43.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

- 1. The term of the Agreement is extended up to and including May 31, 2025.
- 2. The Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be increased by \$1,319,019.24 and shall be paid using HHAP funds for a total fee of \$3,079,107.43.
- 3. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment 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 Amendment, shall be null and void.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider dated June 1, 2023, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: Tricia Herrera 4/26/2024
6D03E4AD28E0466...
Tricia Herrera Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Poverello House.,
a California non-profit organization

By: Zachary Darrah
5CC5CCFE9AC64CB...

Name: _____
Zachary Darrah

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

By: _____

Name: _____

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

Attachments:

1. First Amendment Agreement with Poverello House

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on September 28, 2023 (the Effective Date), by and between the City of Fresno, a municipal corporation (City), and Poverello House, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, City and Service Provider entered into an Agreement, dated June 1, 2023 (Agreement), for professional **TRIAGE CENTER SERVICES** (Project) funded through the **HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM (HHAP)** for a total fee of \$2,799,997.48; and

WHEREAS, City and Service Provider desire to enter into a First Amendment to the Agreement to reduce the total number of shelter beds from 115 triage center emergency shelter beds to 30 bridge housing beds at Clarion Point, 4061 N Blackstone Avenue. With the reduction in shelter beds, the Service Provider's compensation for bridge housing services will be reduced by \$1,039,909.29 for a total fee of \$1,760,088.19.

WHEREAS, City desires to leverage support through the existing Project using HHAP funds for start-up costs and services at Clarion Point from June 14, 2023, through August 7, 2023, for the Encampment Resolution Fund Round 2 (ERF-2) program services which will thereafter be funded through ERF-2 funds.

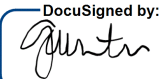
AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual premises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree that the Agreement shall be amended as follows:

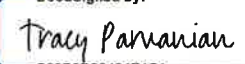
1. The Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be reduced by \$1,039,909.29 and shall be paid using HHAP funds for a total fee of \$1,760,088.19.
2. The number of shelter beds at Clarion Pointe shall be reduced to 30 beds beginning August 8, 2023.
3. The Scope of Work set forth in Exhibit A is deleted in its entirety and shall be replaced with the "Revised Exhibit A" attached hereto.
4. The Budget as set forth in Exhibit B is deleted in its entirety and shall be replaced with the "Revised Exhibit B" attached hereto.
5. In the event of any conflict between the body of this Amendment and the Agreement, the terms, and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

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

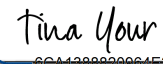
CITY OF FRESNO,
A California municipal corporation

By:  10/5/2023
Georgeanne A. White Date
City Manager


APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/15/2023
Tracy N. Parvanian Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By:  10/5/2023
Tina Your Date
Deputy

Poverello House,
a California non-profit corporation

By:  10/5/2023
Zachary Darrah
CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

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

Attachments:

1. Revised Exhibit A – Scope of Services
2. Revised Exhibit B – 12-Month Budget

REVISED EXHIBIT "A"

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Poverello House** Bridge Housing Services at the Clarion

Bridge housing shelter services at the Clarion will include the following:

- Shelter Management Staff and Oversight
- 30 bridge housing beds
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time licensed clinicians and one contracted licensed clinician that are registered with the Board of Behavioral Sciences (BBS) to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 1 Client navigator that will create a supportive service and housing plan for individuals at the Clarion
- 9 Client Service Specialists (24-hour staff)
- 2 Security Specialists (Poverello House employees)
- 2 Housing Stability Case Managers (Additional case management once housed)
- 3 meals per day (Poverello House will leverage \$54,750 of in-kind support to provide 3 meals per day)
- Linen service
- 1 C-train for client storage
- Office supplies, IT, and facilities management

Encampment Resolution Services at Clarion (Hope Pointe) June 14, 2023 – August 7, 2023

ERF-2 interim shelter services at Clarion (Hope Pointe) will include the following:

- Shelter management staff and oversight
- 65 emergency shelter beds and 25 bridge housing beds
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time clinicians and one contracted clinician to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent

Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.

- 5 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe
- 15 Client Services Specialists (24-hour staff)
- 6 Poverello House Staff Security (24-hour security, Poverello House employees)
- 3 Housing Stability Case Managers (Additional case management once housed)
- 3 meals a day
- Linen service
- Office supplies, IT, and facilities management

ERF-2 Street Outreach and Navigation services will include the following:

- Outreach coordination staff and oversight
- 6 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing.

ERF-2 Street Outreach and Navigation services are intended to engage with all unsheltered individuals residing in the designated Encampment Area and provide quick access to services and resources to resolve their episodes of homelessness. The HOPE Outreach Team will have daily contact with unsheltered individuals in the Encampment Area, providing individuals with immediate access to mental health services and medical care. All team members have and are trained in administering Narcan. The HOPE Outreach Team Street Navigators will provide street navigation for those not able to immediately access shelter. Below is an outline of Poverello House's Street Outreach and Navigation programs:

- The ERF - HOPE Outreach team will make initial contact with residents in the encampment area.
- Outreach staff will administer an initial screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- Diversion will be practiced throughout the entire process.
- Those encountered will then be linked to an emergency shelter or a street navigator. Street navigators will confirm documents needed for housing including identification, social security cards, birth certificates, and other supportive documents.
- Clients awaiting or ineligible for shelter will receive Street Navigation services weekly through the HOPE Outreach Team.
- Once a housing plan is established and documentation is secured, a match form will be submitted to the CES Community Housing Matcher.
- Once a client accepts a match, the navigator will work with the housing provider to secure housing.
- Poverello House will provide three meals daily to those continuing to reside on the streets, as well as access to shower and laundry services, bathrooms, WiFi, and

charging stations. Poverello House will also provide unhoused individuals in the Encampment Area with a day center in cold or hot weather.

- Throughout the process, the client's data will be entered into the HMIS to track all engagements and progress.

All interim shelter services at Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of Poverello House's emergency shelter programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.
- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.
- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.

- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.
- The housed client can still access all services at Poverello House, including MAP Point, the Enrichment Center and other supportive services to ensure their success in housing.

Goals/Outcomes for 30 Bridge Housing beds at Clarion Pointe (Hope Pointe):

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 73 unique individuals will be served.
- A minimum of 58 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 43 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 39 clients will maintain stability through housing stability case manager (90% will remain housed 12 months after exiting to permanent housing).
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Goals/Outcome for 90 ERF-2 Interim Shelter beds (June 14 – August 7, 2023):

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 90 unique individuals will be served.
- A minimum of 11 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 5 clients will be document ready.
- A minimum of 4 clients will maintain stability through housing stability case manager (90% will remain housed 12 months after exiting to permanent housing).

Goals/Outcomes for ERF-2 Street Outreach and Navigation Services (June 14 – August 7, 2023):

- A minimum of 115 contacts with unique individuals within the Encampment Area.
- A minimum of 64 unique individuals will be served.
- A minimum of 30 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 3 of those exiting will exit to permanent housing situations, as measured in HMIS.

- A minimum of 2 clients will maintain stability through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing).
- A minimum of 7 individuals will receive linkages to the Poverello House's Enrichment Center or the Fresno County Dept. of Behavioral Health's Wellness Center for mental health services.

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 City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without 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 City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider shall operate and maintain the Property, 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 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 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 City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or 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 City.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable

advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

REVISED EXHIBIT "B"**BUDGET****Service Agreement between City of Fresno
and Poverello House****Encampment Resolution Services and Bridge Housing at the Clarion**

Poverello House	
Encampment Resolution Services – June 14 – August 7, 2023	
<u>Personnel</u>	12 months
Bridge Housing Director (1.0 FTE)	\$ 9,750.00
Finance Specialist (1.0 FTE)	\$ 187.45
Bridge Shelter Coordinator (1.0 FTE)	\$ 11,305.42
Client Navigator (5.0 FTE)	\$ 27,221.00
Client Services Specialist (15.0 FTE)	\$ 103,407.55
Facilities Specialist (1.0 FTE)	\$ 4,879.71
Housing Stability Case Manager (3.0 FTE)	\$ 152.00
Security Specialist (6.0 FTE)	\$ 31,993.65
Outreach Coordinator (0.25 FTE)	\$ 218.50
Encampment Area Street Navigation Specialist (6.0 FTE)	\$ 24,536.93
Benefits @ 20%	\$ 13,280.44
Taxes @ 8.65%	\$ 18,406.33
Total Personnel	\$ 245,338.98
<u>Non-Personnel</u>	
<u>Operating Costs</u>	
Program Supplies	\$ 24,079.26
Meal Services (3 meals per day, \$5 per meal)	\$ 64,500.00
Utilities	\$ 20,445.44
Linen/Laundry Service	\$ 2,278.85
Office Supplies	\$ 4,776.87
Equipment/Technology (computers, copy machine, printer, radios)	\$ 32,532.14
Communications (cell phones, desk phones, internet)	\$ 954.48
Fuel/Insurance/Vehicle Maintenance/Travel Costs	\$ 22.90
Facilities Maintenance/Property Management	\$ 2,236.08
Vehicle Purchase – Food Services Delivery Van	\$ 48,671.71

IT Infrastructure – Clarion Motel (Hope Pointe)	\$ 13,622.78
Total Non-Personnel	\$ 214,120.51
Direct Costs	\$ 459,459.49
Indirect Costs (Maximum of 5%)	\$ 19,858.25
Grand Total	\$ 479,317.74

Poverello House	
Bridge Housing – 30 Beds	
<u>Personnel</u>	12 months
Chief Programs Officer (.04 FTE)	\$ 4,200.00
Chief Operations Officer (.04 FTE)	\$ 4,000.00
Chief Financial Officer (.03 FTE)	\$ 6,240.00
Sr. Director of Shelter Services (.15 FTE)	\$ 12,000.00
Sr. Director of Navigation Services (.10 FTE)	\$ 7,500.00
Director of Facilities (.10 FTE)	\$5,824.00
IT Coordinator (.05 FTE @ \$26.00/hour)	\$ 2,704.00
HR Specialist (.10 FTE @ \$24.00/hour)	\$ 4,992.00
Controller (.25 FTE @ \$25.00/hour)	\$ 13,000.00
Shelter Coordinator (1.0 FTE @ \$23.00/hour)	\$ 47,840.00
Client Navigator (1.0 FTE @ \$20.00/hour)	\$ 41,600.00
Client Services Specialist (9.0 FTE @ \$18.00/hour)	\$ 336,960.00
Facilities Specialist (.50 FTE @ \$18.00/hour)	\$ 18,720.00
Housing Stability Case Manager (2.0 FTE @ \$20.00/hour)	\$ 83,200.00
Security Specialist (2.0 FTE @ \$18/hour)	\$ 74,880.00
Benefits @ 20%	\$ 132,732.00
Taxes @ 8.65%	\$ 57,406.59
Total Personnel	\$ 853,798.59
<u>Non-Personnel</u>	
<u>Operating Costs</u>	
Program Supplies	\$ 18,000.00
Meal Services (2 X 30 X 365) Poverello House will leverage \$54,750 of in-kind support to provide a third meal per day	\$ 109,500.00

Utilities	\$ 59,080.00
Linen Service	\$ 30,000.00
Office Supplies	\$ 2,000.00
Equipment/Technology (5 computers, 3 printers, 5 radios)	\$ 8,300.00
Storage (C-Train X 1, \$6,000 each)	\$ 6,000.00
Communications (2 Cell phones/3 desk phones/Internet)	\$ 8,340.00
Fuel/Insurance/Maintenance Vehicles	\$ 7,500.00
Facilities Maintenance/Property Management	\$ 30,000.00
Total Non-Personnel	\$ 278,720.00
Direct Costs	\$ 1,132,518.59
Indirect Costs @ 10%	\$ 113,251.86
Total Direct and Indirect	\$1,245,770.45
Food Services Delivery Vehicle/Transport Vehicle	\$ 25,000.00
IT Infrastructure Costs	\$ 10,000.00
Grand Total	\$ 1,280,770.45