

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 HOUSING AUTHORITY OF THE CITY OF FRESNO, CA, a public body corporate and politic (Service Provider). City and Service Provider may be referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, The City desires to obtain professional homeless emergency shelter services for The Golden State Triage Center located at 1415 W. Olive Avenue (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a homeless family emergency shelter services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for the City by its Planning and Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises 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**.
 - (a) Service Contracts. Service Provider may negotiate and execute subcontracts with independent contractors for services required in the ordinary course of business in operating the Project, including, without limitation, contracts for security protection and service coordination, provided however, that (i) except as otherwise approved by City in writing, such contracts shall not have an initial term in excess of one (1) year and shall be terminable by Service Provider 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.
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 January 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 July 1, 2025, through November 15th; 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 shall be a total fee not to exceed Five Hundred Thirty Nine Thousand Six Hundred and Ninety Six and 00/100 Dollars (\$539,696.00), 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 by Service Provider to the City monthly for services performed in the preceding month and will be payable within forty-five (45) days of receiving a complete and accurate invoice package. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) Service Provider agrees to render actual monthly income and expense reports relating to the management and operation of the Project in Service Provider's standard format approved by the City on or before the 30th calendar day after the expiration of each calendar month. In addition, Service Provider shall submit an annual income and expense report in Service Provider's standard format approved of by the City, in accordance with the reporting schedule set forth in **Exhibit B**. 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.
- (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 the execution of a 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) thirty (30) calendar days' prior written notice, with or without cause, by City to Service Provider;

- (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. This Agreement shall terminate upon thirty (30) calendar days' prior written notice, without cause, by Service Provider to City.
- (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, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by 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 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 Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) The City acknowledges that Service Provider is subject to, and must comply with, the California Public Records Act. Subject to the foregoing, 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 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 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 City.
- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to 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 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, 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 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, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether City or any of its officers,

officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents, or volunteers.

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 City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

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, the Service Provider or any of its subcontractors/sub-Service Providers 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 the 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 the 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 the Service Provider shall not be deemed to release or diminish the liability of the 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 the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of

the Service Provider, vendors, suppliers, invitees, consultants, sub-consultants, 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) Consultant'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. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

- (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
 - (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event that the 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 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 (3) 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, ethnicity, 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 or Email 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). City retains the right to pay any and all monies due to the Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the Term of this Agreement.
18. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however,

- any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
 21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
 22. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either Party, but rather by construing the terms in accordance with their generally accepted meaning.
 23. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
 24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
 25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, shall be null and void.
 26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
 27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
 28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and Service Provider.
 29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any

authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: _____
By: Angela M. Karst 6/3/2025
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

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

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Schedule of Fees and Compensation
3. Exhibit C - Insurance Requirements
4. Exhibit D - Conflict of Interest Disclosure Form
5. Exhibit E – Property Management Agreement

HOUSING AUTHORITY OF THE CITY OF
FRESNO, CA, a public body corporate and
politic

Signed by: _____
By: Tyrone Roderick Williams
Tyrone Roderick Williams

Name: _____

Title: CEO

Signed by: _____
By: Tammy Townsend
Tammy Townsend

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

REVIEWED BY:

SERVICE PROVIDER:
Housing Authority of the City of Fresno
Attention: Michael Duarte,
Chief Real Estate Officer
1331 Fulton Street
Fresno, CA 93721
Phone: (559) 513-5848
E-mail: MDuarte@fresnohousing.org

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Housing Authority of the City of Fresno**

In addition to the content provided in this exhibit (**Exhibit A**), Housing Authority of the City of Fresno will honor all outlined requirements and their detailed response to 12500851 Request for Qualifications for Triage Center/Emergency Shelter Operations.

PROGRAM OVERVIEW

The Housing Authority of the City of Fresno (HACF) and Turning Point of Central California (TPOCC) will enter into a Property Management Agreement, on July 1, 2025 to establish a framework for collaboration. This Property Management Agreement (Exhibit E of this Agreement) outlines their respective roles, responsibilities, and commitments to achieve a common objective. The Property Management Agreement formalizes their mutual understanding and cooperation in areas such as resource sharing, service coordination, and operational procedures at the Golden State Triage Center.

Pursuant to the Property Management Agreement, the Housing Authority of the City of Fresno (HACF) and Turning Point of Central California (TPOCC) operate the Golden State Triage Center, a 50-bed facility providing 24/7 emergency shelter and triage services at 1415 W. Olive Avenue, Fresno, CA 93728. Open 365 days a year, the center offers a comprehensive range of services to help participants achieve stability and transition into long-term housing.

Golden State Triage Center will no longer accept new clients effective July 1, 2025.

SERVICES OFFERED

Participants have access to:

- Housing & Employment Support – Assistance in obtaining necessary documents.
- Mainstream Benefits Linkages – Support in accessing public benefits and resources.
- Healthcare & Treatment – Referrals for medical care, mental health services, and substance use treatment.
- Job Readiness & Training – Resume building, job search strategies, and workplace skills development.
- Financial Literacy – Budgeting, saving, and debt management guidance.
- Transportation Assistance – Support for accessing essential services and housing-related appointments.
- Personalized Housing Plans – Case management staff work closely with participants to develop individualized plans.

HOUSING NAVIGATION & PLACEMENT

Case managers assess participants to identify the most suitable housing options, including:

- Affordable housing
- Senior living facilities

- Boarding care
- Rental opportunities (with or without subsidies)

Through Coordinated Entry, participants are matched with housing solutions based on VISPDAT scores and individual needs. Once housing is secured, on behalf of the HACF, TPOCC staff assist with:

- Unit identification and lease negotiations
- Liaison and advocacy with property owners
- Furnishings and utility setup
- A seamless move-in process
- Follow-up support for at least 60 days to promote housing retention

Throughout their stay, participants receive ongoing case management to connect them with essential resources. Upon exit, they are linked to additional services, and transportation to a safe destination within Fresno is provided when needed.

SKILLS CLASSES & WORKSHOPS

To enhance self-sufficiency, weekly life skills classes and workshops cover:

Life Skills Classes

- Financial Management – Budgeting, saving, banking, and debt management.
- Job Readiness – Resume writing, job search techniques, and interview preparation.
- Household Management – Cooking basics, cleaning routines, and home maintenance.
- Health & Wellness – Nutrition, exercise, stress management, and mental health awareness.
- Conflict Resolution – Communication strategies and building healthy relationships.

Workshops for Long-Term Housing

- Housing Navigation – Understanding leases and tenant rights/responsibilities.
- Community Engagement – Building support networks and accessing resources.
- Legal Assistance – Eviction prevention, housing laws, and legal support access.
- Goal Setting & Planning – Establishing and tracking progress toward stable housing.

LOW-BARRIER SHELTER PRINCIPLES

On behalf of the HACF, TPOCC ensures low-barrier access without prerequisites. Participants are not required to leave during the day, and substance testing is not conducted.

Key Policies

- Pet-Friendly Accommodations – One pet allowed, must be kenneled or leashed.
- Personal Belongings – Limited to assigned storage areas.
- Inclusive Access – Beds available regardless of sexual orientation or gender identity.
- Harm Reduction Approach – Staff trained in Naloxone administration for opioid overdoses.
- Safety Protocols – Individuals posing an imminent danger are not admitted.
- Absence Policy – Participants may be absent for up to 72 hours without losing their bed, with exceptions for extenuating circumstances.

REFERRAL & ENTRY PROCESS

The Golden State Triage Center does not maintain a waitlist. Participants may enter through:

- Coordinated Entry referrals (FMCoC navigators & access sites)
- Self-referrals
- Law enforcement referrals (via HERO or HTF)

STAFFING & OPERATIONS

The program operates 24/7 with a dedicated team ensuring participant support and facility management.

Staffing Structure

Day Shift (8 AM – 5 PM, Mon–Fri)

- Program Director, Assistant Director, Case Managers, Monitors, Administrative Support, and Maintenance Team as required.
- Responsible for program oversight, participant services, and facility operations

Second Shift (11 AM – 8 PM, Mon-Fri)

- Assistant Program Director
- Management and client support during these times.

Swing Shift (4 PM – 12 AM)

- 1-2 Monitors on-site for participant safety and facility monitoring

Graveyard Shift (12 AM – 8 AM)

- 1-2 Monitors providing overnight security and support

Staff Positions

FTE	Job Code	Hourly	Monthly
1.00	10-5610 PROGRAMDIRECTOR		\$ 6,134
1.00	10-5070 ASSISTANT PROGRAMDIRECTOR		\$ 5,284
1.00	10-5130 CASE MANAGER	\$ 20.47	\$ 3,549
1.00	10-5130 CASE MANAGER	\$ 19.69	\$ 3,412
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 18.54	\$ 2,249
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.20	10-5580 PROGRAMBOOKKEEPER	\$ 22.79	\$ 790
0.15	10-5580 PROGRAMBOOKKEEPER	\$ 19.48	\$ 507
0.05	10-5010 ADMINISTRATIVE ASSISTANT	\$ 24.68	\$ 214
1.00	10-5400 MAINTENANCE WORKER	\$ 20.05	\$ 3,475
11.90	Total FTE		

COMMUNITY RESOURCE CONNECTION AFTER EXIT

Case management includes:

- Assessment & Planning – Identifying barriers to safety and housing.
- Linking to Resources – Counseling, legal aid, job training, housing assistance.
- Regular Check-Ins – Weekly case management and 30-day plan evaluations.

- Exit Strategy – Coordinated transition into permanent housing.
- Extended Support – Community case management & relocation assistance.

HOUSING FIRST STRATEGY

On behalf of the HACF, TPOCC adheres to Housing First principles, ensuring:

1. No preconditions (sobriety, income, or participation in treatment).
2. Inclusive screening – No rejections based on rental or financial history.
3. Direct referrals – Accepting clients from crisis response systems.
4. Flexible, participant-driven services – No mandatory program compliance.
5. Full tenant rights under CA law.
6. Harm reduction – Substance use alone is not grounds for eviction.
7. Prioritization based on need – Chronic homelessness and vulnerability.
8. Evidence-based support – Motivational interviewing, trauma-informed care.
9. Accessibility & disability accommodations in all housing programs.

INCOME & EMPLOYMENT SUPPORT

Case Managers assist participants with:

- CalFresh, Medi-Cal, General Relief, SSI/SSDI applications
- Employment & unemployment benefits
- Social Security & retirement benefits
- On-site services from the Department of Social Services

DATA COLLECTION & REPORTING

HACF's partner, TPOCC has used HMIS since 2003 and ensures full compliance with HUD data standards.

- All participant records are entered into HMIS within 72 hours.
- Case notes include: initial assessments, goal progress, incident reports, and referrals.
- Exit data includes: participant destinations, income updates, and program satisfaction surveys.

DOCUMENTATION & SECURITY

- All records are stored securely and accessible only to authorized personnel.
- HMIS licenses are required for the Program Director, Case Manager, and Admin Assistant to ensure accurate data entry.

PERFORMANCE MEASUREMENT

Metric	Target Outcome
Available Beds	50
Bed Occupancy Rate	90%
Safe Exits (to stable housing)	50%
Permanent Housing Exits	13
Annual Participants Served	52
Average Stay Before Housing Exit	90 days

RAMP DOWN PROCESS

Service Provider will maintain 24/7 operations throughout the term of the Agreement. Service Provider 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 and submit a plan to maintain operational continuity.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES Service Agreement between City of Fresno (City) and Housing Authority of the City of Fresno (Service Provider)

COMPENSATION

In no event shall compensation paid for services performed under this agreement be in excess of Five Hundred Thirty Nine Thousand Six Hundred Ninety Six and 00/100 Dollars (\$539,696.00).

The Service Provider is responsible for maintaining the Property in a clean and well-maintained condition. This includes, but is not limited to, routine cleaning, lawn care, general repairs, and emergency repairs.

For major facility repairs exceeding Three Thousand and 00/100 Dollars (\$3,000.00), such as those related to equipment, appliances, fixtures or plumbing, HVAC system, major plumbing issues and all structural repairs to the property, such as foundation, structural walls, roof and any other structural components, the Service Provider must provide documentation of repair quotes to the City and an estimated timeframe for completing the repairs. The Service Provider shall be responsible for funding and completing these repairs. No new construction is permitted.

The facility complies with all shelter and housing habitability standards as identified in 24 CFR 576.403 and AB-362 Shelter Operations.

REQUESTS FOR REIMBURSEMENT

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

Service Provider shall submit monthly reimbursement packets on or before the 30th calendar day after the expiration of each calendar month.

If an invoice package is determined to be incomplete, the City shall issue a request to the Service Provider for the missing documentation. The Service Provider shall submit the required backup documentation within ten (10) business days from the date of the request. If the Service Provider fails to provide the requested documentation within this timeframe, the City shall proceed with processing payment after the ten (10) business days have elapsed. The Service Provider may submit the missing documentation at a later date; provided it is no later than forty-five (45) days prior to the expiration of the Term of this Agreement; or thirty (30) days prior to the date of earlier termination of this Agreement.

BUDGET DETAILS

Monthly Report – The Service Provider shall submit monthly income and expense reports detailing the management and operation of the Project. Reports must be submitted in the Service Provider’s standard format, as approved by the City, no later than the 30th calendar day following the end of each calendar month.

Performance Period	Monthly Report Due
July 1, 2025 – July 31, 2025	August 30, 2025
August 1, 2025 – August 31, 2025	September 30, 2025
September 1, 2025 – September 30, 2025	October 30, 2025
October 1, 2025 – October 31, 2025	November 30, 2025
November 1, 2025 – November 15, 2025	December 30, 2025

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

Performance Period	Annual Report Due
July 1, 2025 – November 15, 2025	January 15, 2026

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

Final Report (End of Term) – The Service Provider’s operational term is defined as July 1st through November 15th for which this Agreement remains in effect. Following the end of the operational term, a final reconciled income and expense report must be submitted by January 15.

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

GL Description	FTE	4 1/2 Months
10-5010 ADMINISTRATIVE ASSISTANT	0.05	\$ 918
10-5070 ASSISTANT PROGRAM DIRECTOR	1.00	\$ 22,684
10-5130 CASE MANAGER	2.00	\$ 29,885
10-5400 MAINTENANCE WORKER	1.00	\$ 14,918
10-5580 PROGRAM BOOKKEEPER	0.35	\$ 5,566
10-5610 PROGRAM DIRECTOR	1.00	\$ 26,335
10-5762 MONITOR	6.50	\$ 93,366
10-5910 F.I.C.A. 7.65%		\$ 16,020
10-5920 S.U.I. 6.2%		\$ 2,492
10-5930 WORKERS COMP INSURANCE		\$ 19,969
10-5940 RETIREMENT		\$ 6,282
10-5950 HEALTH INSURANCE		\$ 25,200
10-5960 DENTAL INSURANCE		\$ 1,977
10-5980 ACCRUED PAID LEAVE		\$ 15,743
10-5990 OTHER BENEFITS		\$ 272
10-6030 VEHICLE INSURANCE		\$ 900
10-6040 VEHICLE FUEL		\$ 521
10-6050 VEHICLE MAINTENANCE		\$ 300
10-6060 STAFF MILEAGE		\$ 188
10-6110 OFFICE SUPPLIES		\$ 563
10-6115 SOFTWARE & COMPUTER SUPPORT		\$ 56
10-6120 PROGRAM SUPPLIES		\$ 225
10-6122 PROGRAM SUPPLIES-MEDICAL		\$ 75
10-6130 HOUSE SUPPLIES		\$ 2,250
10-6150 FOOD		\$ 40,000
10-6190 EXPENDABLE EQUIPMENT		\$ 1,875
10-6230 EQUIPMENT MAINTENANCE		\$ 1,125
10-6240 EXPENDABLE FURNITURE		\$ 1,875
10-6243 GENERAL SUPPLIES		\$ 4,500
10-6244 JANITORIAL SUPPLIES & SERVICES		\$ 2,925
10-6320 BUILDING RENT (OTHER)		\$ 9,000
10-6330 BUILDING MAINTENANCE		\$ 2,438
10-6340 COMMUNICATIONS		\$ 7,125
10-6350 UTILITIES		\$ 37,500
10-6370 INSURANCE		\$ 2,813
10-6380 LICENSES		\$ 3,840
10-6390 SECURITY		\$ 76,875
10-6400 POSTAGE		\$ 206
10-6420 PHOTOCOPY (OTHER)		\$ 281
10-6430 OUTSIDE PRINTING		\$ 188
10-6435 OUTSIDE SERVICES		\$ 1,125
10-6440 STAFF EDUCATIONAL EXPENSE		\$ 938
10-6460 AUDIT EXPENSE		\$ 563
10-6470 RECRUITMENT		\$ 750
10-6482 HRIS & PR PROCESSING		\$ 1,875
10-6510 STAFF MEETINGS		\$ 188
10-6520 EMPLOYER - EMPLOYEE RELATIONS		\$ 563
10-7010 CLIENT ACTIVITIES/RECREATION		\$ 188
10-7020 CLIENT PERSONAL NEEDS		\$ 450
10-7021 CLIENT CLOTHING & HYGIENE		\$ 750
10-7022 CLIENT EMPLOYMENT SUPPORT		\$ 19
10-7023 CLIENT UTILITY/RENTAL SECURITY DEPOSITS		\$ 19
10-7025 CLIENT FOOD (NON-RESID)		\$ 188
10-7190 CLIENT BUILDING MAINTENANCE		\$ 3,750
Subtotal	11.90	\$ 490,633
Total Administrative Expense 10%	21	\$ 49,063
Total Operating		\$ 539,696

EXHIBIT C

INSURANCE REQUIREMENTS

Service Agreement between City of Fresno (City) and Housing Authority of the City of Fresno (Service Provider)

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 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. 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 Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY 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.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish 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 CITY, SERVICE PROVIDER shall immediately furnish 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
Housing Authority of the City of Fresno

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

☐ Additional page(s) attached.

Signed by: Tyrone Roderick Williams
 Signature

5/27/2025

Date

Tyrone Roderick Williams

Name

Fresno Housing

Company

1331 Fresno

Address

Fresno VA 93711

City, State, Zip

EXHIBIT E
Property Management Agreement

PROPERTY MANAGEMENT AGREEMENT (Golden State Triage Center)

This Property Management Agreement (this “Agreement”) is made as of the 1st day of July, 2025 (the “Effective Date”), by and between SILVERCREST, INC., a California non-profit public benefit corporation (“Owner”), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California non-profit public benefit corporation (“Property Manager”). Owner and Property Manager are referred to hereinafter each as a “Party” or collectively as “Parties.”

RECITALS

A. WHEREAS, Owner is a California non-profit public benefit corporation, which owns and operates a residential community in the City of Fresno commonly known as Golden State Triage Center (the “Property”), more particularly described in Exhibit “A” attached hereto and incorporated herein; and

B. WHEREAS, the Property is intended to provide interim housing for individuals and families experiencing homelessness and those at-risk of homelessness;

C. WHEREAS, Property Manager is a non-profit public benefit corporation operating in California and providing behavioral health services, transitional, and other support services to those experiencing homelessness in the Central Valley of California, including in the City of Fresno; and

D. WHEREAS, Owner and Property Manager now desire to enter into the terms of this Agreement to provide comprehensive housing and supportive and case management services to residents residing at the Property.

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Property Manager agree as follows:

ARTICLE I

APPOINTMENT OF PROPERTY MANAGER; LIMITATION OF AUTHORITY

1.1 Appointment of Property Manager. Owner hereby appoints Property Manager as the exclusive property manager in connection with the Property, and Property Manager accepts such appointment, upon the terms and conditions set forth below. Except as specifically provided herein or specifically authorized in writing by Owner, Property Manager has no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever except as provided herein. Owner shall designate one (1) or more persons to serve as Owner’s Representative (each, a “Representative”) in all dealings with the Property. Whenever the approval or consent or other action of Owner is called for hereunder, such approval, consent, or action shall be binding on Owner only if specified in a writing executed by a Representative. The initial Representative shall be Hilda Reeves, Director of Property Management. Owner shall promptly notify Property

Manager in writing if Owner appoints a new Representative to replace Representative, or an additional Representative for the Property.

ARTICLE II

SCOPE OF SERVICES

2.1 Management of Property. Property Manager shall provide the property management activities and operations identified in the Scope of Services attached hereto and incorporated herein as Exhibit "B". The Parties have agreed to a closure plan ensuring all clients transition to permanent housing or another safe exit before the Termination Date (the "Closure Plan" or "Ramp-Down Plan"). The Closure Plan is attached hereto as Exhibit "D" and incorporated herein by this reference.

2.2 Property Manager Personnel. All personnel employed by or contracted with the Property Manager to assist in managing the Property shall be employees or independent contractors of Property Manager or its affiliates and not of Owner.

2.3 Service Contracts. Property Manager 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 Owner in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Property Manager or Owner 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 Owner pursuant to Section 2.10 below. Property Manager shall ensure that all security protection service contracts include a requirement that security personnel receive Crisis Training as described in Exhibit "B".

2.4 Maintenance and Repair. Property Manager 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 Property Manager in accordance with the then-current Budget approved by Owner and with funds received as part of the Property Management Fee. Property Manager may make expenditures or enter contracts without Owner'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 Property Manager shall give Owner notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with Owner prior to making any Emergency Expenditures.

Major 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 Owner.

2.5 Compliance. Property Manager 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, funding sources or boards, the requirements of any insurance companies covering any of the risks against which each Property is insured, and the requirements of any agreements relating to each and any of the Property (each a “Requirement”). Property Manager further agrees promptly to remedy any violation of a Requirement at Owner’s expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Property Manager shall obtain Owner’s prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 2.4.

2.6 Prevention of Liens. After giving prompt written notice to Owner, Property Manager shall, at the sole cost and expense of the Owner, take necessary steps authorized in writing by Owner to prevent the creation of, and to remove, any claim of lien, lien, encumbrance, or security interest (collectively, a “Lien”) that attaches to any of the Property or any portion of the Property if the Lien has been asserted without Owner’s consent, unless Owner notifies Property Manager in writing that Owner does not intend to contest the Lien.

2.7 Notification. Property Manager shall, within twenty-four (24) hours of the occurrence of an “Incident” as defined below, notify Owner in writing via electronic mail and certified mail of any fact or circumstance of significance to the Property including, without limitation, any major complaint made by a resident that is reasonably anticipated to cause a material impact to the operations or community safety at any of the Property, any damage, or destruction affecting the Property, any notice of or violation of any Requirement, any material defect in the Property, or any release of any hazardous or toxic substance, material, or waste or similar material on or about the Property. In addition to the foregoing facts or circumstances, an “Incident” shall also mean any of the following: physical or verbal threats against guests or by guests to others; violent encounters involving guests or their visitors; medical issues with guests; serious complaints by guests against Property Manager staff or subcontractors; and any other matter involving health or safety of guests or Property Manager staff or subcontractors at the Property. All Incident reports shall contain a detailed description of the Incident, the persons involved, whether security or law enforcement personnel were alerted and/or involved, the resolution of the Incident, and any other pertinent information to the Incident. All Incident reports shall be delivered to the Owner’s Representative, unless Property Manager is notified otherwise in writing.

2.8 Insurance Claims. Property Manager shall investigate and report in written detail to Owner and the applicable insurance carrier all accidents, claims for damage relating to the ownership, operation, or maintenance of the Property, and any damage or destruction to the Property and the estimated costs of repair, and shall prepare for written approval by Owner all reports required by an insurance company in connection with any such accident, claim, damage, or destruction. Property Manager is authorized to settle, in consultation with the Owner and at the sole cost and expense of Owner, subject to the indemnification provisions of Section 5.3, any claim against an insurance company for property damage not exceeding Five Thousand Dollars (\$5,000) (excluding the deductible, if any) arising out of any policy and, in connection with such claim, to

execute proofs of loss and adjustments of loss and to collect monies for loss proceeds. Except as provided above, Property Manager shall take no action to settle any insurance claims without the written approval of Owner.

2.9 Assistance with Proposed Sale or Financing. Property Manager agrees to cooperate fully with Owner and assist Owner in any attempt to sell or mortgage all or any part of the Property.

2.10 Budget. The approved Budget for the Term, as defined below in Section 7.1, is attached hereto and incorporated herein as Exhibit "C".

2.11 Reports. Property Manager agrees to render actual monthly income and expense reports relating to the management and operation of the Property in Property Manager's standard format approved by Owner on the fifteenth (15th) calendar day after the expiration of each calendar month, and an annual income and expense report in Property Manager's standard format approved of by Owner, within forty-five (45) days after the expiration of each calendar year. At Owner's request, Property Manager 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 expense report. At Owner's request, Property Manager shall deliver additional documentation as required by funding sources.

2.12 Retention, Inspection and Audit of Records.

(a) Property Manager agrees to maintain, at the Property Manager's expense, adequate accounting records on a cash basis in connection with all matters contemplated by this Agreement and to allow authorized representatives of Owner or to other funding sources, including but not limited to the California Department of Housing and Community Development, the City of Fresno, the County of Fresno, and/or Enterprise Community Partners, to examine such records and any other of Property Manager's records relating to the operations and management of the Property and Property Manager's obligations hereunder, including, any correspondence, invoices, reports, timecards, allocations, etc. pertaining to transactions arising out of this Agreement (each, a "Record" and collectively, "Records") and to audit all reports provided for herein. All Records maintained by Property Manager relating to the Property shall be the property of Owner.

(b) Property Manager shall retain all Records relating to the Property for a period of five (5) years, or longer at the Owner's request. Property Manager shall permit access to the Property upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material. At Owner's election, Owner may select an independent Certified Public Accounting firm to conduct an annual audit of the Property, at Owner's expense, and Property Manager shall cooperate, at no material out-of-pocket cost to Property Manager, in such audit, including preparing a detailed response to any audit findings. For purposes of this Section 2.12, cooperation with the audit by Property Manager's personnel and retrieval and production of Records shall not be considered out-of-pocket costs.

2.13 Meetings. Property Manager shall meet with Owner not less than monthly to discuss the status of the management, operation, and leasing of the Property ("Meetings"). It is agreed that Meetings may be conducted via a conference call, unless otherwise requested by Owner. Upon the request of the Owner and upon reasonable advance written notice, Property Manager shall arrange to meet Owner and or Owner's Representative at the Property.

ARTICLE III

COMPENSATION AND EXPENSES

3.1 Expenses. In accordance with the then-current Budget approved in advance by Owner, Property Manager shall be entitled to be reimbursed by the Owner and in accordance with Section 6.1 to operate the Property. The reimbursement is intended to cover all expenses incurred by Property Manager in the performance of its obligations hereunder, including without limitation, actual costs and expenses relating to accounting and reporting (whether performed by Property Manager or its affiliates or by third parties), travel, legal services, and all salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of personnel who work at the Property and provide necessary services to the Property, such as employee training and routine repair and maintenance (but excluding oversight of routine maintenance and repair). Otherwise, except as may be specifically provided elsewhere in the Agreement, Property Manager shall bear its own and shall not be reimbursed by Owner for: (i) salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of Property Manager's office personnel and officers, to the extent not included in the approved budget, and (ii) general overhead and office expenses of Property Manager's corporate office, including, but not limited to items such as stationary and other office supplies and equipment, telephone and telecommunications services, data processing and other computer services, to the extent not included in the approved budget. Notwithstanding the above, in the event that telecommunication services, data processing and other computer related programs provide direct services to the Property (such as electronic mail, or other technical software support) these services will be deemed an expense of the Property and eligible for payment hereunder. In addition those expenses incurred by Property Manager that are allocated by Property Manager to the appropriate Property and any other properties (*e.g.*, expenses allocated on account of off-site personnel, insurance, *etc.*) shall be allocated in a good faith manner designed to reimburse Property Manager for its actual out-of-pocket costs and shall not result in any charges to the Owner that exceed what the Owner would have paid on account of the Property if the Owner had obtained the services/goods directly. Administrative Expenses shall be paid monthly in an amount equal to 10% of the total Program Direct Expenses, in accordance with the approved Budget, unless fee is ineligible based on the regulations set forth by the Property' funding source.

ARTICLE IV

BANK ACCOUNTS AND DISBURSEMENT OF FUNDS

4.1 Bank Accounts and Disbursement of Funds. Any and all funds received by Property Manager in the operation of the Property shall be received in trust for the benefit of Owner and shall be deposited by Property Manager into a bank account specified by Owner from time to

time ("Company's Account"). Unless otherwise expressly agreed to by Owner in writing, Property Manager shall not have the right to withdraw funds from Owner's Account other than for normal operating expenses incurred in the ordinary course of business. Under no circumstances shall Owner's funds be commingled with Property Manager's funds.

ARTICLE V

INSURANCE AND INDEMNIFICATION

5.1 Property and Liability Insurance. Owner shall maintain, at its cost, property and liability insurance for the Property in such amount and with such companies as Owner may determine. Notwithstanding the above, until otherwise instructed by Owner, Property Manager has agreed to add Owner' to its master insurance policy for the coverage required hereunder and all costs associated therewith will be identified in the Budget and shall be deemed an Expense of each Property as provided for in Section 3.1.

5.2 Workers' Compensation Insurance.

(a) Property Manager shall procure workers' compensation insurance (or similar insurance as may be required by the laws of the State in which the Property is located) and employer's liability insurance applicable to and covering all employees of Property Manager at the Property and all persons engaged in the performance of any work required under this Agreement with limits of liability equal to not less than One Million Dollars (\$1,000,000).

(b) If any work under this Agreement is subcontracted, then Property Manager shall use its reasonable efforts to include in each subcontract a provision that the subcontractor shall carry (i) workers' compensation insurance in accordance with the laws of the State of California; (ii) employer's liability insurance applicable to and covering all persons engaged in the performance of any work required under this Agreement, with limits of liability acceptable to Owner; and (iii) comprehensive general liability insurance, including, without limitation, contractors' protective liability insurance, with no exclusion for bodily injury to any employee of any contractor or subcontractor, and with combined limits of liability acceptable to Owner, for bodily injury, property damage, and personal injury. Property Manager shall use its reasonable efforts to ensure that all contracts (including construction contracts) state that the coverage carried is primary with respect to any other policies carried by Owner and shall name Owner and Property Manager as additional named insureds.

5.3 Indemnification.

(a) Property Manager shall indemnify, defend, and hold harmless Owner, its affiliates and any of their respective managers, members, officers, directors, agents, and employees from and against any and all claims, losses, expenses, liabilities, actions, and damages, including, without limitation, reasonable attorneys' fees and expenses (collectively, the "Claims"), arising directly or indirectly out of: (i) any default by Property Manager under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Property Manager in connection with this Agreement or Property Manager's services or work hereunder.

(b) Owner shall indemnify, defend, and hold harmless Property Manager, its affiliates, and any of their respective managers, members, officers, directors, agents, and employees from and against any and all Claims arising out of: (i) any default by Owner under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Owner in connection with this Agreement.

(c) The provisions of this Section 5.3 shall survive the termination of this Agreement.

ARTICLE VI

PROPERTY MANAGER'S COMPENSATION

6.1 Property Management Compensation. The Owner shall pay the Property Manager an aggregate sum not-to-exceed the "Total Operating" amount stated in Exhibit "C" for satisfactory performance of the services rendered pursuant to this agreement. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the Property Manager to the Owner with each request for reimbursement. The Property Managers request for reimbursement shall also be in accordance with the Budget set forth in Exhibit "C". It is understood that incidental expenses incurred by the Property Manager during the performance of this Agreement that are unallowable expenses under 2 CFR 200, shall be borne by the Property Manager. If the Property Manager should fail to comply with any provisions of this Agreement, the Owner shall be relieved of its obligation for further compensation after providing the Property Manager with written notice of non-compliance and a thirty (30) day opportunity to cure. Notwithstanding any payment provisions herein, the Property Manager's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for the Owner to delay reimbursement payments to the Property Manager. Payments shall be made by the Owner to the Property Manager in arrears for Services provided during the preceding month. Such payment by the Owner shall be made in the normal course of business, generally within thirty (30) days after the date of receipt by the Owner of a correctly completed and supported invoice in accordance with the provisions of this Section and shall be for the actual expenditures incurred by the Property Manager in accordance with Exhibit "B". Payments shall be made after receipt and verification of actual expenditures.

ARTICLE VII

TERM AND TERMINATION

7.1 Term. The Term of this Agreement shall commence on the Effective Date and end on November 15, 2025, unless sooner terminated in accordance with the provisions of this Agreement (the "Termination Date"). The Term may be extended by written notice from the Owner to Property Manager at least 90 days prior to the end of the Term. Extensions may be granted for a maximum cumulative period of five (5) years. Property Manager shall not enter into any agreements for services that will extend beyond the Term or any extension thereof, except any

agreement that is terminable on no more than thirty (30) days prior written notice and is specifically approved by Owner.

7.2 Termination without Cause. Either party may terminate this Agreement, at any time, without cause, upon not less than ninety (90) days prior notice to the other party ("Termination Notice").

7.3 Termination for Cause. This Agreement may be terminated for cause as follows:

(a) In the event Owner or Property Manager shall default in the performance or observance of any term, condition, or covenant contained in this Agreement on its part to be performed or observed, and that default shall continue for a period of ten (10) days after written notice thereof, then the non-defaulting party may, at any time thereafter during the continuance of such default, terminate this Agreement on the date specified in the notice. Notwithstanding the foregoing, if a default cannot be remedied within the ten (10) day period, the defaulting party shall be deemed to be in compliance with this provision if it shall have commenced to remedy the default within that ten (10) day period and shall remedy the default within a reasonable time.

(b) Either party may terminate this Agreement immediately in the event of: (i) the appointment of a receiver to take possession of all or substantially all the assets of the other party; (ii) an assignment by the other party for the benefit of creditors; (iii) any action taken or suffered by the other party under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute, whether now existing or hereafter amended or enacted, (iv) any act of fraud, embezzlement, theft, conversion or intentional concealment of any other breach of this Agreement, (v) upon termination of funding from HCD to Owner, or (vi) by resolution of the Board of Commissioners of the Fresno Housing Authority for any reason.

7.4 Obligations Continuing After Termination. Any termination of this Agreement shall not affect the rights or obligations of the Parties arising out of the performance of this Agreement prior to such termination. Upon any termination of this Agreement by either Party, Property Manager shall surrender and deliver to Owner any space in the Property occupied by Property Manager and any and all amounts due Owner that are received by Property Manager after termination. Property Manager shall deliver to Owner all keys to the Property and originals of all rental agreements, contracts, documents, papers, records, and other items pertaining to the Property or to this Agreement, and shall furnish all such information and take all such action as Owner may reasonably request. Property Manager shall provide Owner with a final accounting of all records relating to this Agreement no later than thirty (30) days after termination of this Agreement.

ARTICLE VIII

MISCELLANEOUS

8.1 Notices. Any notice, demand or request given under this Agreement shall be given in writing, and shall be made by personal delivery or sent by United States registered or certified mail, postage prepaid, return receipt requested, or by electronic mail ("E-mail"), or by a reputable overnight courier, addressed as follows:

8.2 (a) If to Owner, to:
Silvercrest, Inc.
Attn: Michael Duarte
1331 Fulton Street
Fresno, CA 93721
E-mail: MDuarte@fresnohousing.org

With copy to:

Craig W. Armstrong, Esq.
Baker, Manock & Jensen
5260 North Palm Avenue, Suite 201
Email: carmstrong@bakermanock.com

(b) If to Property Manager, to:

Turning Point of Central California, Inc.
615 S. Atwood Street
Visalia, CA 93277
Attention: Ryan Banks, Chief Executive Officer
E-mail: _____

Or to such other address as either party may designate in a notice to the other party. Notices shall be deemed given, delivered, and received on the actual date of their personal delivery; three (3) business days after deposit in the United States mail with first-class postage prepaid; one (1) business day after deposit with or pickup by a professional overnight delivery service if the sender receives delivery confirmation from the service; or upon the date of transmission of a telecopied or electronically sent written communication if the sender obtains machine-generated or other written confirmation of completed transmission.

8.3 Successors and Assigns. Property Manager may not assign or delegate its rights or duties under this Agreement without Owner's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Owner and Property Manager and their respective legal representatives, successors, and permitted assigns.

8.4 Licenses. At its own expense, Property Manager shall qualify to do business and obtain and maintain such licenses as may be required for the performance by Property Manager of its services under this Agreement.

8.5 Attorneys' Fees. In the event that any action or proceeding is brought to construe or enforce any provision of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the other party all of the prevailing party's costs and expenses incurred therein (including reasonable attorneys' fees and court costs), as well as all such costs, expenses, and fees incurred in any appeal and in any enforcement effort.

8.6 Waiver. No consent or waiver, express or implied, by either Owner or Property Manager to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by the other party of the same or any other obligations of that party under this Agreement.

8.7 Entire Agreement. This Agreement (including Exhibits attached hereto, if any) constitutes the entire Agreement between Owner and Property Manager with respect to the subject matter hereof.

8.8 Interpretation. The captions contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Where the context requires, the singular shall include the plural and vice versa.

8.9 Amendments. No modification or amendment of this Agreement shall be effective unless contained in a writing signed by both parties.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California. Venue for the resolution of any Claims shall be in Fresno County Superior Court or the Eastern District in California, as the case may be.

8.11 Time of Essence. Time is of the essence of this Agreement.

8.12 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, or any part thereof.

8.13 Relationship Between Parties. In performing its obligations hereunder, Property Manager shall be an independent contractor and not an employee or agent of Owner, except that Property Manager shall be the agent of Owner solely to perform Property Manager's obligations as set forth in this Agreement. Property Manager shall perform such obligations as a fiduciary with a duty of loyalty and a duty of care to Owner. The Parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, or joint venture of any kind.

8.14 No Third Party Beneficiary. The provisions of this Agreement shall not be construed for the benefit of any third party, except as otherwise specifically provided herein.

8.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

OWNER: SILVERCREST, INC.,
a California non-profit public benefit corporation

By: _____
Tyrone Roderick Williams
Secretary/Director

PROPERTY MANAGER: TURNING POINT OF CENTRAL CALIFORNIA, INC.
a California non-profit public benefit corporation

By: _____
Ryan Banks
Chief Executive Officer

DRAFT

EXHIBIT "A"

The Property

Golden State Triage Center

50-room residential community located at 1415 W. Olive Avenue, Fresno, California 93728, consisting of Fresno County APNs 449-270-56 and more particularly described by the legal description as follows:

The land described herein is situated in the State of California, County of Fresno, City of Fresno, described as follows:

Parcel 1:

Parcel C of Parcel Map No. 73-03, according to the map thereof recorded in Book 6, Page 42 of Parcel Maps, Fresno County Records.

Together with the West one-half of abandoned North Warren Avenue, as said abandonment is more particularly described in the document entitled, "Resolution No. 76-155, Ordering Vacation of Public Street", recorded April 19, 1976 in Book 6581, Page 121, Document No. 32335, Official Records; which would pass by operation of law.

Excepting Therefrom that portion described as follows:

Commencing at the Northwest corner of said Parcel C; thence North 89° 51' 25" East, along the North line of Parcel C, 150.32 feet; thence South 21° 09' East, along the Northeasterly line of Parcel C, 121.84 feet; thence South 89° 51' 01" West, 43.69 feet; thence North 0° 12' 20" West, 62.93 feet ; thence South 89° 51' 09" West, 130.72 feet to a point on the West line of Parcel C, which bears South 21° 09' East, 54.44 feet from the Northwest corner thereof; thence North 21° 09' West, along said West line, 54.44 feet to the Point of Commencement.

Parcel 2:

That portion of Parcel C of Parcel Map No. 73-03, according to the map thereof recorded in Book 6, Page 42 of Parcel Maps, Fresno County Records, described as follows:

Commencing at the Northwest corner of said Parcel C; thence North 89° 51' 25" East, along the North line of Parcel C, 150.32 feet; thence South 21° 09' East, along the Northeasterly line of Parcel C, 121.84 feet; thence South 89° 51' 01" West, 43.69 feet; thence North 0° 12' 20" West, 62.93 feet; thence South 89° 51' 09" West, 130.72 feet to a point on the West line of Parcel C, which bears South 21° 09' East, 54.44 feet from the Northwest corner thereof; thence North 21° 09' West, along said West line, 54.44 feet to the Point of Commencement.

APN: 449-270-56

EXHIBIT “B”

Scope of Services

Property Manager will perform the following services under the terms and conditions set forth in this Property Management Agreement:

Coordination of Services

Property Manager will provide low-barrier access to emergency shelter coupled with intensive housing-focused services to set households on the path to attaining permanent housing. Services shall be offered in coordination with other complementary services as part of the path from homelessness to permanent housing stability. Special prioritization of these beds will be given to the HERO Team in coordination with the City of Fresno’s Homelessness Task Force (“HTF”).

Target Population

Adults experiencing homelessness, at risk of homelessness, and adults vulnerable to homelessness in the City of Fresno regardless of sexual orientation, marital status, or gender identification.

Data Collection

The program will be a CES Assessment Site, creating an opportunity for each person accessing shelter to be entered into CES through the administration of the Vulnerability Index-Service Prioritization Decision Assistance Tool (“VI-SPDAT”).

Low-Barrier Housing

The program will be low barrier with 24-hour access and no requirements regarding income, sobriety, or compliance with mental health treatment. Shelter services will be provided regardless of sexual orientation, marital status, or gender identification. Every effort will be made to ensure no one is turned away unless all beds are full or the guest is exhibiting behaviors that will endanger themselves or others.

Facility Requirements

The Turning Point program will be located in a building, formerly served as a motel with one to two beds in each room, allowing the program to accommodate households with varying service and privacy needs. Said buildings and particulars are included in Exhibit A. The building complies with all shelter and housing habitability standards as identified in 24 CFR 576.403. A “Good Neighbor” policy to be utilized securing and maintaining the perimeter of the facility, keeping clear of any nuisances and code violations.

Program Services and Design

Property Manager will utilize a housing first approach to emergency shelter or rapid rehousing as appropriate and providing services to guests. Pets will be allowed per the pet policy in Exhibit E.

All guests will receive the program safety guidelines upon entry and a staff member will go over all policies with them and answer any questions. All reasonable efforts will be made to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Use of harm reduction strategies, configured shelter space to accommodate households with different service needs, and provide staff training on serving people using substances and/or with mental illness. People exhibiting behaviors that pose a serious danger to themselves or others may not be admitted.

Housing via either emergency shelter or rapid rehousing as appropriate will be provided regardless of sexual orientation, marital status, or gender identification. The program will be low barrier with no requirements with regard to income, sobriety, or compliance with mental health treatment, and minimal rules in place, with the majority of the rules pertaining to safety and security of guests.

Guests will be registered and offered access to on-site services. As appropriate, staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff.

Turning Point will be staffed 24 hours a day, 7 days a week.

Turning Point will provide the following services:

1. Emergency Shelter/Rapid Rehousing: Turning Point will operate emergency shelter beds for adults and/or families with children experiencing homelessness or at risk of homelessness in the City of Fresno. Basic shelter services provided with included meals in some circumstances and as appropriate.
2. Case Management: Turning Point will provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. Housing Search and Placement: Turning Point will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. This will include partnering with other agencies offering navigation services.
4. Diversion Pre-Screening: Turning Point will assess all people who present for homeless services at Turning Point for potential Diversion services.
5. Stabilizing Health Intervention: Turning Point will provide services for stabilization of client health issues, including substance use and mental health disorders.

Staffing; Crisis Training

All staff will be trained in Mental Health First Aid, as well as Pro-Act, so that they are equipped to maintain safety of staff and program guests when working with and admitting persons who are intoxicated or exhibiting symptoms of serious mental illness, while maintaining the safety and dignity of intoxicated or symptomatic guests. Additionally, staff will be trained in harm reduction strategies, NARCAN (Naloxone) administration to aid in the event a participant is suffering from an opioid overdose, and the procedure for connecting participants to the needle exchange service in Fresno.

Furthermore, Property Manager shall ensure that all staff onsite at the Property are trained in de-escalation, cultural humility, trauma response, and conflict resolution techniques appropriate for handling mental, physical or behavioral health crisis situations (collectively, “Crisis Training”) with guests, visitors, and other persons on the Property. The goal of such training is to foster support and collaboration among staff and guests and to focus on resolution of problems before they escalate to crisis situations to ensure the safety and security of all persons on the Property. Property Manager staff may participate in Owner-sponsored Crisis Training when offered.

Referral and Assessment – Emergency Shelter

Referrals will come from self-referrals, the Coordinated Entry System (CES), or law enforcement. In the event the number of referrals exceeds the number of available beds, every effort will be made to transport those that cannot be accommodated to another funded triage center or emergency shelter in the community. Anyone who cannot be accommodated will be encouraged to follow up the following day so that it can be determined if Turning Point or another community program can provide shelter.

Turning Point will assess each referral for eligibility upon arrival. The following criteria will be used to determine eligibility for client entry:

- All guests must meet the definition of homelessness as per State or Federal definitions.
- All guests will receive a pre-screening for diversion services to determine if diversion is a more appropriate intervention. Anyone deemed eligible for diversion services will be immediately referred to the funded Diversion Services provider.
- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Referral and Assessment – Rapid Rehousing

Referrals for rapid rehousing will come from the Coordinated Entry System (CES). While CES will perform pre-screening for eligibility, Turning Point will confirm each referral for eligibility upon entry. The following criteria will be used to determine eligibility for client entry:

- Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. In the event that someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
- Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Performance Measurements

Turning Point will meet the following measurable goals, annually:

- Bed utilization will be a minimum of 85% as measured by the HMIS on the last Wednesday of the month, quarterly.
- Turning Point will serve at least 277 unduplicated adults, approximately 8 unduplicated new guests per month, experiencing homelessness annually.
- In partnership with Fresno Housing and others, at least 35% of the participants will achieve exits into permanent housing within the first year.
- 30% of Turning Point guests will transition directly to permanent housing.
- 40% of Turning Point guests will transition to Bridge Housing.
- 60% of Turning Point guests will attain a safe exit from the program within 90 days.

Turning Point will internally evaluate program outcomes quarterly. Performance measures will be evaluated by the Regional Director and any necessary changes will be implemented to ensure program measures are being met. Upon discharge, guests will be given a voluntary survey to complete to evaluate the services received at Turning Point. The program will consider all feedback and enhance the program based on guest feedback. It is the goal of the program to incorporate guest feedback into the operations to create a program that adults experiencing homelessness will feel comfortable and eager to access.

Documentation and Recordkeeping

Turning Point records client information in HMIS for all its housing and bridge housing programs. During guest intake, consent is obtained to enter their information in HMIS. The Case Manager will make sure all data is entered into HMIS within three days of entry to the program. The Case Manager is also responsible for documenting all case notes in the guest's file. The case notes will contain information on goal completion, progress toward goals, successes, and information regarding any incidents at the program. Every guest that leaves with staff knowledge prior to

departure will meet with a Case Manager to participate in an exit interview where destination will be documented, any change in income, and an exit survey will be offered.

Collaborative Effort

Turning Point participates in a number of coalitions, consortiums and community groups concerned with ending homelessness. This program will be administered in collaboration with the FMCoC's CES as well as other agencies. Turning Point is committed to collaborating with all agencies in the community who work on ending homelessness.

Fiscal Administration

Turning Point assures that it possesses the capacity in staffing to provide the proposed services. Turning Point will work with the Owner as it relates to program and financial monitoring and evaluation.

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EXHIBIT “C”

Budget

These budgets are estimates of the expenses that will be incurred by Property Manager and are subject to change. Owner bears responsibility for expenses relating to utilities, insurance, taxes and major repairs. See Section 2.4 and 2.10 for more information. Costs shall not exceed the amounts in the contract.

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EXHIBIT C

Golden State Triage 7/1/25 - 11/15/25 Ramp Down Budget Staffing

FTE	Job Code	Hourly	Monthly
1.00	10-5610 PROGRAM DIRECTOR		\$ 6,134
1.00	10-5070 ASSISTANT PROGRAM DIRECTOR		\$ 5,284
1.00	10-5130 CASE MANAGER	\$ 20.47	\$ 3,549
1.00	10-5130 CASE MANAGER	\$ 19.69	\$ 3,412
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 18.54	\$ 2,249
1.00	10-5762 MONITOR	\$ 18.54	\$ 3,213
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.70	10-5762 MONITOR	\$ 17.82	\$ 2,162
0.20	10-5580 PROGRAM BOOKKEEPER	\$ 22.79	\$ 790
0.15	10-5580 PROGRAM BOOKKEEPER	\$ 19.48	\$ 507
0.05	10-5010 ADMINISTRATIVE ASSISTANT	\$ 24.68	\$ 214
1.00	10-5400 MAINTENANCE WORKER	\$ 20.05	\$ 3,475
11.90	Total FTE		

EXHIBIT C

Golden State Triage 7/1/25 - 11/15/25 Ramp Down Budget

GL Description	FTE	4 1/2 Months
10-5010 ADMINISTRATIVE ASSISTANT	0.05	\$ 918
10-5070 ASSISTANT PROGRAM DIRECTOR	1.00	\$ 22,684
10-5130 CASE MANAGER	2.00	\$ 29,885
10-5400 MAINTENANCE WORKER	1.00	\$ 14,918
10-5580 PROGRAM BOOKKEEPER	0.35	\$ 5,566
10-5610 PROGRAM DIRECTOR	1.00	\$ 26,335
10-5762 MONITOR	6.50	\$ 93,366
10-5910 F.I.C.A. 7.65%		\$ 16,020
10-5920 S.U.I. 6.2%		\$ 2,492
10-5930 WORKERS COMP INSURANCE		\$ 19,969
10-5940 RETIREMENT		\$ 6,282
10-5950 HEALTH INSURANCE		\$ 25,200
10-5960 DENTAL INSURANCE		\$ 1,977
10-5980 ACCRUED PAID LEAVE		\$ 15,743
10-5990 OTHER BENEFITS		\$ 272
10-6030 VEHICLE INSURANCE		\$ 900
10-6040 VEHICLE FUEL		\$ 521
10-6050 VEHICLE MAINTENANCE		\$ 300
10-6060 STAFF MILEAGE		\$ 188
10-6110 OFFICE SUPPLIES		\$ 563
10-6115 SOFTWARE & COMPUTER SUPPORT		\$ 56
10-6120 PROGRAM SUPPLIES		\$ 225
10-6122 PROGRAM SUPPLIES-MEDICAL		\$ 75
10-6130 HOUSE SUPPLIES		\$ 2,250
10-6150 FOOD		\$ 40,000
10-6190 EXPENDABLE EQUIPMENT		\$ 1,875
10-6230 EQUIPMENT MAINTENANCE		\$ 1,125
10-6240 EXPENDABLE FURNITURE		\$ 1,875
10-6243 GENERAL SUPPLIES		\$ 4,500
10-6244 JANITORIAL SUPPLIES & SERVICES		\$ 2,925
10-6320 BUILDING RENT (OTHER)		\$ 9,000
10-6330 BUILDING MAINTENANCE		\$ 2,438
10-6340 COMMUNICATIONS		\$ 7,125
10-6350 UTILITIES		\$ 37,500
10-6370 INSURANCE		\$ 2,813
10-6380 LICENSES		\$ 3,840
10-6390 SECURITY		\$ 76,875
10-6400 POSTAGE		\$ 206
10-6420 PHOTOCOPY (OTHER)		\$ 281
10-6430 OUTSIDE PRINTING		\$ 188
10-6435 OUTSIDE SERVICES		\$ 1,125

EXHIBIT C

Golden State Triage 7/1/25 - 11/15/25 Ramp Down Budget

GL Description	FTE	4 1/2 Months
10-6440 STAFF EDUCATIONAL EXPENSE		\$ 938
10-6460 AUDIT EXPENSE		\$ 563
10-6470 RECRUITMENT		\$ 750
10-6482 HRIS & PR PROCESSING		\$ 1,875
10-6510 STAFF MEETINGS		\$ 188
10-6520 EMPLOYER - EMPLOYEE RELATIONS		\$ 563
10-7010 CLIENT ACTIVITIES/RECREATION		\$ 188
10-7020 CLIENT PERSONAL NEEDS		\$ 450
10-7021 CLIENT CLOTHING & HYGIENE		\$ 750
10-7022 CLIENT EMPLOYEMENT SUPPORT		\$ 19
10-7023 CLIENT UTILITY/RENTAL SECURITY DEPOSITS		\$ 19
10-7025 CLIENT FOOD (NON-RESID)		\$ 188
10-7190 CLIENT BUILDING MAINTENANCE		\$ 3,750
Subtotal	11.90	\$ 490,633
Total Administrative Expense 10%		\$ 49,063
Total Operating		\$ 539,696

EXHIBIT C

TPOCC Golden State Triage 7/1/25 - 11/15/25 Ramp Down Budget Categories		
Budget Category	FTE	Budget
PERSONNEL		
Salaries	11.90	\$193,672
Payroll Taxes		\$18,512
Benefits		\$69,444
Subtotal		\$281,628
SERVICES & SUPPLIES		
Client Meals		\$40,188
Client Personal Supplies		\$1,425
Shelter Furniture		\$1,875
Insurance		\$3,713
Communication		\$7,331
Office Expenses		\$5,906
Equipment		\$1,875
Travel Costs		\$708
Program Supplies		\$4,856
Fiscal & Audits		\$563
Training		\$1,688
Subtotal		\$70,127
FACILITY COSTS		
Rent		\$9,000
Utilities		\$37,500
Maintenance		\$15,503
Security		\$76,875
Landscaping		
Minor Facility Improvements		
Subtotal		\$138,878
INDIRECT COSTS (10% MAXIMUM)		
Indirect Costs		\$49,063
Subtotal		\$49,063
HOUSING AUTHORITY TOTAL BUDGET		\$539,696

EXHIBIT “D”

Closure Plan

DRAFT

Golden State Triage Center 5 -Month Ramp-Down Plan

Shelter Capacity: 50 Beds

Final Closure Date: November 15, 2025

Intake Closure Date: July 1

Primary Goal: Successfully transition all residents into **permanent housing or appropriate placements** to prevent homelessness.

July (Month 1) – Intake Closure & Transition Planning

Key Actions:

- ✓ **No new intakes as of July 1.**
- ✓ **Assess housing needs for all current residents.**
- ✓ **Access Site closes as of July 1.**

Client Transition Planning:

- Conduct updated **comprehensive housing assessments** for all 50+ clients.
- Prioritize **high-vulnerability cases** (medically fragile, long-term stayers).
- Strengthen partnerships with **landlords, housing programs, and mental health services**.

Communication & Coordination:

- Inform **staff, referral partners, and local agencies** of the ramp-down plan.
- Continue to track housing placements in HMIS.

August (Month 2) – Early Housing Placements & Capacity Reduction

Key Actions:

- ✓ **Target: Reduce census to ~40 residents.**

Housing & Relocation Efforts:

- Increase case management support for clients with **barriers to housing** (credit, rental history, employment).

Staffing & Operations Adjustments:

EXHIBIT D

- Implement **gradual staffing reductions if possible** aligned with census drop.
- Begin scaling down **meal services and utilities** in unused areas.

September (Month 3) – Midpoint Housing Push & Facility Downsizing

Key Actions:

- ✓ **Target: Reduce census to ~30 residents.**
- ✓ **Increase outreach for remaining high-barrier clients.**
- ✓ **Shut down unused sections of the shelter.**

Housing & Supportive Services:

- **Intensive housing navigation** for remaining clients, with focus on rapid rehousing.
- Expand access to **employment programs and mental health support.**

Facility & Staffing Reductions:

- Close sections no longer in use.
- Reduce **security and maintenance staff** as needed.

October (Month 4) – Last Housing Efforts & Facility Wind-Down

Key Actions:

- ✓ **Target: Reduce census to ~15 residents.**
- ✓ **Finalize placements for high-barrier clients.**
- ✓ **Secure last housing placements or shelter referrals.**

Facility & Staffing Changes:

- Further **staff reductions if possible** as operations wind down.
- Continue **shutting down facility spaces** to reduce costs.
- Ensure every **remaining client has a confirmed housing plan.**
- Explore **last-resort placements.**
- Offer **transportation and moving support** for final relocations within Fresno County.

November (Month 5) – Last Housing Efforts & Facility Wind-Down

Key Actions:

- ✓ **Ensure all clients have exited by November 10.**
- ✓ **Complete facility shutdown and contract terminations.**
- ✓ **November 15: Official closure of GSTC.**

Facility & Operations:

- Shut down all **but essential spaces**.
- Reduce staffing to **minimal levels** for final operations.

Final Steps:

- **November 1-10:** Ensure last residents are placed in housing or emergency shelters.
- Conduct **final deep clean, inventory clearance, and security close-up.**
- **November 15: Official closure of GSTC.**

Key Success Factors:

- ✓ **Client-Centered Focus:** Prioritizing permanent housing, not just temporary transfers.
- ✓ **Strategic Staffing Adjustments:** Reducing staff gradually while maintaining core support.
- ✓ **Community Collaboration:** Strong partnerships with landlords, service providers, and funders.
- ✓ **Data Tracking & Follow-Up:** Ensuring clients do not return to homelessness, continue updating HMIS.

Note:

***Staffing During Ramp-Down Phase:** As we begin ramping down services, any staff resignations or terminations will not be backfilled. We will make every effort to sustain operations for the full ramp-down period by reallocating staff from other sites and adjusting work assignments as needed. However, if staffing levels become insufficient to maintain safe and effective operations, we may need to expedite program closure. Our priority will be to ensure continuity of care for clients while responsibly managing resources during this transition.*