

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and Poverello House, a California non-profit Corporation (Service Provider). The 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 Mobile Shower and Restroom Trailer Operations for the Homeless Housing, Assistance and Prevention (HHAP) Program; and

WHEREAS, the Service Provider is engaged in the business of furnishing such services as outreach 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**.
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 December 31, 2026, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding upon mutual written agreement of the parties. A written request for extension must be submitted by the requesting party 90 days prior to term date above. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
 - (b) Service Provider's operations shall be from September 30, 2025, through September 29, 2026; as described in **Exhibit B**.
3. Compensation.
 - (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Three Hundred Twenty-Four Thousand and 00/100 Dollars

(\$324,000.00), paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit B**. Such fee includes all expenses incurred by Service Provider in performance of the services.

- (b) Detailed statements shall be rendered 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) seven (7) calendar days' prior written notice, with or without cause, by the City to Service Provider; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by the City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service

Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

- (c) In the event of termination due to failure of Service Provider to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of Service Provider, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by Service Provider, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event Service Provider fails to comply with any terms or conditions of this Agreement.
- (f) Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Service Provider shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to 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 the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing,

or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
 - (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
6. Level of Skill. It is further mutually understood and agreed by and between the Parties hereto that inasmuch as Service Provider represents to the City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend the 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 the 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 the 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 the 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 the 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 the City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three (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). The 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

By: _____
Angela M. First 8/25/2025
Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Poverello House, a California non-profit
Corporation

Signed by:
By: _____
Zachary Darrah
5CC5CCFE9AC64CB...
Name: Zachary Darrah

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

DocuSigned by:
By: _____
Linda Bowman
90A4975780564FA...
Name: Linda Bowman

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

REVIEWED BY:

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

SERVICE PROVIDER:
Poverello House
Attention: Zachary Darrah
Chief Executive Officer
412 F Street
Fresno, CA 93721
Phone: (559) 498-6988 ext.110
E-mail: zdarrah@poverellohouse.org

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno (City)** **and Poverello House (Service Provider)**

OUTREACH SERVICES

In addition to the content provided in this exhibit (**Exhibit A**), Poverello will honor all outlined requirements and their detailed response to the Notice of Funding Availability for Mobile Shower and Restroom Operations.

PROGRAM OVERVIEW

Poverello House will contact unhoused individuals seeking mobile shower and restroom services within the City of Fresno. The Mobile Shower and Restroom Operations Team will coordinate with the City of Fresno by establishing pre-determined locations for operating shower units. This project will provide services Monday through Friday and at least one weekend per month. The project's long-term goal is to increase access to public showers and restroom facilities within prioritized zones within the City of Fresno.

The Mobile Shower and Restroom Operations Program will prioritize linking clients to supportive services throughout the community, such as shelter and permanent housing. Staff members operating mobile units will be trained to create referrals to Poverello House's HOPE Team. The HOPE Team will stop by locations where the mobile shower and restroom unit operates to engage individuals in services. Clients interested in accessing services will be administered a needs assessment and referred to a selected navigation team focusing on housing navigation and sustaining services. Poverello House's Cal-AIM Program will be one of the programs clients are referred to after the initial intake by the HOPE Team. Staff members of the Mobile Shower and Restroom Operations Program play an essential role in this pathway toward accessing services by creating the initial contact. This program hopes to engage individuals who may otherwise be resistant to services by developing rapport with them over time through mobile services.

MOBILE SHOWER AND RESTROOM OPERATIONS

Poverello will perform the following functions:

- Provide basic hygiene and sanitation services at no cost to participants, including at a minimum: a hygiene kit, towel, and clean undergarments for each individual receiving services.
- Clean and sanitize the shower and restroom units after each use and thoroughly at the end of each operational day, prior to transportation to the designated storage location.
- Coordinate with relevant City departments to establish water, sewer and utility connections at approved sites.
- Driver(s) must possess a valid California Class A driver's license to transport the trailers from the City's Wastewater Division storage yard (5607 West Jensen Avenue) to designated service sites and return them daily.

- Provide a compliant towing vehicle that meets the California Vehicle Code requirements for transporting trailers with a gross vehicle weight rating (GVWR) of 13,000 pounds.
- Conduct participant screenings to identify and refer individuals to additional service opportunities.
- Enter participant data into the Housing Management Information System (HMIS) daily.
- Connect with the Homeless Street Outreach (HOPE) team and other service providers to facilitate access to housing and support services.
- Offer multilingual support services, including Spanish and Hmong, to ensure accessibility for Fresno's diverse population.
- Operate the mobile shower and restroom trailers a minimum of eight (8) hours per day, with at least five (5) hours dedicated to service delivery and no more than three (3) hours allocated to cleaning and sanitation.
- Maintain operations Monday through Friday, for a minimum of 20 days per month.
- Provide weekend mobile shower and restroom services at least one weekend day (Saturday or Sunday) per quarter.
- Provide mobile shower and restroom services for special events, including events outside of normal business hours, as requested by the City.
- Ensure trailers are connected to appropriate City-designated water and sewer access points as approved by the Wastewater Division.
- Maintain and replenish propane and fuel for generators as needed to support trailer operations.
- Provide minimal repairs and maintenance of trailers during the year of service.
- Submit quarterly and annual performance reports to the City detailing service delivery and participant engagement metrics.

STAFFING & OPERATIONS

Direct Service Personnel

- Shower Attendant (4.0 FTE): These positions will support the operations of mobile shower and restroom units by providing direct services and ensure facilities remain clean. These positions will disperse hygiene kits and assist in linking clients to available resources.
- Driver/ Attendant (1.0 FTE): This position will remain a licensed class A driver throughout the duration of the project. The position will be responsible for transporting mobile shower and restroom units to designated locations. The position will also assist with the operations of mobile shower and restroom units by providing direct services and maintaining cleanliness of units

Administrative Personnel

- Chief Operations Officer (0.05 FTE): This position will be responsible for overseeing maintenance and operational effectiveness of mobile shower and restroom units. The position will coordinate logistics, such as locations, pick-up/ drop-off, and necessary fuel/ water.

- Chief Programs Officer (0.05 FTE): This position will be responsible for overseeing program staff and implementation of the project. The positions will collaborate with the City of Fresno regarding documentation and reporting requirements.

DATA COLLECTION & REPORTING

Poverello House has been an active user of the Homeless Management Information System (HMIS) since 2007. The organization has established a workflow that utilizes HMIS functionalities to track and report on required metrics. Poverello House will enter Participant information into HMIS daily. Poverello House will provide a daily census for each mobile shower/restroom site, to the City of Fresno's Planning and Development department.

Documentation Process: Poverello House staff will administer the prescreening tool. The prescreening tool will include the following:

- Name
- Social security
- Race
- Gender
- Ethnicity
- Where did you sleep last night
- How long have you been homeless
- Do you have a safe housing alternative
- Are you fleeing domestic violence
- Household size
- Income

After the initial data collection has been entered into HMIS, the project staff will continue utilizing the HMIS system to track interactions about goals and outcomes. Each time the client engages with the Mobile Shower and Restroom Unit, the program team will update their profile to reflect service utilization. Other program teams will build upon their profile by documenting barriers to housing and employment. They will also document solutions to encounter barriers. If the client has an assigned case manager, the case manager will also document linkages to supportive services in HMIS. The project's primary purpose is to document their utilization of the Mobile Shower and Restroom Unit and encourage engagement with supportive services.

Poverello House has experience maintaining records, collecting data, and providing outcomes for state-funded programs. Poverello House does monthly APR reviews to view data accuracy. Data clean-ups also occur monthly to ensure data accuracy and data integrity.

PERFORMANCE MEASUREMENT

Performance Outcomes for Mobile Shower and Restroom Operations Team:

- Over 12 months, Poverello House will create 5,000 points of contact through mobile shower and restroom services to individuals experiencing homelessness in the City of Fresno as measured by the local HMIS system.
- Over 12 months, Poverello House will serve 350 unduplicated individuals experiencing homelessness through mobile shower and restroom services in the City of Fresno as measured by the local HMIS system.

- Over 12 months, Poverello House will create at least one linkage for 200 unduplicated individuals experiencing homelessness to local service providers as measured by the HMIS system.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES Service Agreement between City of Fresno (City) and Poverello (Service Provider)

COMPENSATION

In no event shall compensation paid for services performed under this Agreement be in excess of Three Hundred Twenty-Four Thousand and 00/100 Dollars (\$324,000.00).

TRAILER MAINTENANCE AND REPAIRS

The Service Provider is responsible for completing trailer maintenance and repairs costing less than \$250.00. These items must be reported to the City, with supporting documentation included in the monthly reimbursement request. A log of completed repairs must be maintained and made available to the City upon request.

For any repair or maintenance item exceeding \$250.00, the Service Provider must submit a request to City staff within 24 hours using the designated online form.

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
September 30, 2025 – October 31, 2025	November 30, 2025
November 1, 2025 – November 30, 2025	December 30, 2025
December 1, 2025 – December 31, 2025	January 30, 2026
January 1, 2026 – January 31, 2026	February 28, 2026
February 1, 2026 – February 28, 2026	March 30, 2026
March 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – April 30, 2026	May 30, 2026
May 1, 2026 – May 31, 2026	June 30, 2026
June 1, 2026 – June 30, 2026	July 30, 2026
July 1, 2026 – July 31, 2026	August 30, 2026
August 1, 2026 – August 31, 2026	September 30, 2026
September 1, 2026, September 29, 2026	October 30, 2026

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

Performance Period	Annual Report Due
September 30, 2025 – September 29, 2026	November 30, 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 September 30, 2025, through September 29, 2026, 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 November 30, 2026.

Final Request for Reimbursement – The Service Provider shall submit the final request for reimbursement no later than December 15, 2026. Expenses not included in the final reconciled income and expense report submitted on November 30, 2026, will not be eligible for reimbursement.

Budget

Budgeted Position (Personnel) or Category (Operations)	City of Fresno HHAP Funds			Other Funds for Project					Project Totals (All Funds)
	Salaries & Wages	Fringe Benefits	Totals (City of Fresno HHAP Funds)	Other Federal Funds	State Funds	Local Govm't Funds	Private / Donor Funds	Other Funds (specify)	
Salaries/Wages (Specify each position; add additional rows as needed)									
Direct Service Personnel:									
Shower Attendant (4.0 FTE)	149,760.00	42,906.24	192,666.24						192,666.24
Driver/ Attendant (1.0 FTE)	52,000.00	14,898.00	66,898.00						66,898.00
Administrative Personnel:									
Chief Operations Officer (0.05 FTE)	5,500.00	1,575.75	7,075.75						7,075.75
Chief Programs Officer (0.05 FTE)	6,000.00	1,719.00	7,719.00						7,719.00
Independent Contractors / Consultants:									
TOTAL PERSONNEL BUDGET	\$ 213,260.00	\$ 61,098.99	\$ 274,358.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,358.99
Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)									
Program Supplies			16,544.75						16,544.75
Communications			1,200.00						1,200.00
Vehicle Fuel			4,800.00						4,800.00
Generator Fuel			3,500.00						3,500.00
Equipment			2,400.00						2,400.00
TOTAL OTHER DIRECT COSTS			\$ 28,444.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,444.75
INDIRECT COSTS* (Select 1 indirect rate Only)									
De minimus 7 % Rate			21,196.26						21,196.26
TOTAL INDIRECT COST BUDGET			\$ 21,196.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,196.26
TOTAL PROJECT BUDGET	\$213,260.00	\$ 61,098.99	\$324,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$324,000.00

EXHIBIT C

INSURANCE REQUIREMENTS Service Agreement between City of Fresno (City) and Poverello (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 the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.
3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.
4. EMPLOYER'S LIABILITY:
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. Professional Liability (Abuse & Molestation):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Service Provider purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Service Provider shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Service Provider shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status for all ongoing and completed operations

under the General Liability policy shall be as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents and volunteers.

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

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

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

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

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

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

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

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Service Provider, Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

If Service Provider subcontracts any or all of the services to be performed under this Agreement, Service Provider shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City 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 the City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City's Risk Manager or his/her designee prior to the City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, Service Provider shall immediately furnish the City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
Poverello

		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: Zachary Darrah _____
5CC5CCFE9AC64CB...
 8/25/2025
 Date
 Zachary Darrah
 Name
 Poverello House
 Company
 412 F Street
 Address
 Fresno, CA 93706
 City, State, Zip