

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) effective as of September 1, 2022, amends the Agreement (as defined below) entered into between the City of Fresno, a municipal corporation (CITY), and Elevate Community Services, Inc., (SUBRECIPIENT). CITY and the SUBRECIPIENT are collectively referred to as Parties.

### **RECITALS**

CITY and SUBRECIPIENT entered into an Agreement for the administration of Coronavirus HEARTH Emergency Solutions Grant (HESG or ESG) funds provided to the CITY under Coronavirus Aid, Relief and Economic Security Act (CARES Act) (ESG-CV) for low barrier homeless shelter and triage center services within the City of Fresno for the purpose of protecting the health and safety of people experiencing homelessness and reducing the spread of the COVID-19 outbreak (Agreement); and

CITY and the SUBRECIPIENT desire to increase Subrecipient's compensation and expand the Subrecipient's scope of work to include direct services to clients in order to meet the needs of homeless individuals impacted by COVID-19; and

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

### **AMENDMENT**

1. Subrecipient's compensation shall be increased by \$132,539.21 for total compensation that shall not exceed \$385,805.42 for the period of September 1, 2022, through September 30, 2023.
2. Exhibit B is deleted in its entirety and replaced with the attached Revised Exhibit "B".
3. The Subrecipient's services will be expanded to include direct services to clients.
4. Exhibit A is deleted in its entirety and replaced with the attached Revised Exhibit "A".
5. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
6. Except as otherwise provided herein, the Agreement entered into by CITY and SUBRECIPIENT, dated December 15, 2022, remains in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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

CITY OF FRESNO,  
A California municipal corporation

Elevate Community Services, Inc.

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

By: \_\_\_\_\_  
Wayne Rutledge, President

APPROVED AS TO FORM:

Andrew Janz  
City Attorney

By: \_\_\_\_\_  
Tracy N. Parvarian                      Date  
Supervising Deputy City Attorney

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy

Addresses:  
CITY:  
City of Fresno  
Attention: Karen Jenks,  
Housing & Neighborhood  
Revitalization Manager  
2600 Fresno Street, CHN 3065  
Fresno, CA 93721  
Phone: (559) 621-8064  
FAX:

Recipient:  
Elevate Community Service, Inc.  
Attention: Katie Wilbur  
Executive Director  
255 W. Clinton Ave., Fresno, CA  
937405  
Fresno CA 93705  
Phone: (559) 314-3914

Attachments:

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

## **REVISED EXHIBIT A**

### **SCOPE OF SERVICES**

**Agreement Between CITY OF FRESNO and Elevate Community Services, Inc.**

**Project: Low Barrier Triage Center/ Emergency Shelter**

(Formerly known as the Travel Inn)

#### **Scope of Work**

The SUBRECIPIENT will increase staff with three full time case managers to provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Case Mangers will connect participants to support services and benefits necessary to overcome barriers preventing them from obtaining and retaining permanent housing.

The SUBRECIPIENT will expand the services provided through this agreement to include direct services to participants which include but are not limited to:

- Assisting participants with becoming “document ready”
- Meals for participants
- Appropriate clothing to protect participants from the weather conditions.
- Hygienic products and supplies for participants
- Replace and repair of room furnishing prior to new clients receiving a room.
- The participant volunteer program

#### **Record Retention and Reporting Requirements**

The SUBRECIPIENT must retain records in accordance 24 CFR Subpart F – Grant Administration, § 576.500, Recordkeeping and Reporting Requirements.

HUD requires recipients to report the uses of ESG-CV funding in their Consolidated Annual Performance and Evaluation Report (CAPER) and through submission of project data into the SAGE Homeless Management Information System (HMIS) Repository. Quarterly reporting from the SUBRECIPIENT to the City is mandatory to meet this requirement.

The CITY’s quarterly reporting requirements are described within this Agreement and the report form is attached as Exhibit D.

#### **Monitoring**

The SUBRECIPIENT must monitor any and all subawards to subrecipients in accordance with U.S Department of Housing and Urban Development (“HUD”) requirements. The SUBRECIPIENT is further encouraged to use HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1. In conducting their monitoring reviews

The SUBRECIPIENT acknowledges that the CITY is required to periodically monitor the SUBRECIPIENT’s delivery of the subject ESG-CV funding. The CITY will utilize the guidance in HUD CPD Monitoring Handbook - 6509.2 REV-7, CHG-1 as well as 24

CFR 756, 2 CFR 200 and this Agreement when conducting on-site and desk monitoring reviews.

**Progressive Expenditure Deadlines and Recapture Provisions**

To ensure ESG-CV funds are spent quickly on eligible activities to address the public health and economic crises caused by coronavirus, HUD is requiring that the CITY complete eligible reimbursement draw-downs from the U.S. Treasury within 90 days of the last day of the applicable progressive expenditure deadline cycle. To ensure that the CITY meets this HUD requirement, the CITY has set forth a Spending Plan by Progressive Expenditure Deadline, which is included in EXHIBIT C to this AGREEMENT, and a reimbursement request and accomplishment data processing schedule that may be found in TABLE 1 below and more fully described in subsequent narrative.

**TABLE 1**

A. Progressive Expenditure Deadline - Percentage of Grant Award	B. Expenditure Cycle Ending:	C. Request for Reimbursement Packet and Accomplishment Data Submitted by SUBRECIPIENT to CITY By/Before	D. SUBRECIPIENT Reimbursement and Data Packet Deficiencies Cured By/Before:	E. CITY Uploads Accomplishment Data into HUD Reporting System By/Before	F. CITY Completes HUD IDIS Drawdown By/Before:
20%	Dec. 31, 2022	Jan. 31, 2023	Feb. 28, 2023	Jan. 31, 2023	Mar. 15, 2023
80%	Jun. 30, 2023	Jul. 31, 2023	Aug. 31, 2023	Jul. 31, 2023	Sept. 15, 2023
100%	Sept. 30, 2023	Oct. 31, 2023	Nov. 30, 2023	Oct. 31, 2023	Nov. 15, 2023

Consistent with Table 1 and HUD and CITY requirements, the City will recapture: i) the expenditure shortfall up to 20 percent of the SUBRECIPIENTs total ESG-CV award should the SUBRECIPIENT not request by January 31, 2023 reimbursement for eligible and allowed costs for at least 20% of the ESG-CV award for the expenditure cycle ending December 31, 2022 ii) recapture the expenditure shortfall up to 80 percent of the SUBRECIPIENTs total ESG-CV award should the SUBRECIPIENT not request by July 31, 2023 reimbursement for eligible and allowed costs for at least 80% of expended eligible and allowed costs under the ESG-CV award for the expenditure cycle ending June 30, 2023; iii) recapture the expenditure shortfall up to 100 percent of the SUBRECIPIENTs total ESG-CV award should the SUBRECIPIENT not request by October 31, 2023 reimbursement for eligible and allowed costs for at least 100% of expended eligible and allowed costs under the ESG-CV award for the expenditure cycle ending September 30, 2023. These periods and reimbursement request due dates are summarized in Table 1, Columns A, B, and C, above

In the event the CITY determines that a reimbursement request or portions thereof are eligible for reimbursement, but inadequately supported, the CITY may provide the SUBRECIPIENT additional time to correct and cure the reimbursement request defect

by providing additional supporting documentation. The period for curing documentation defects for draws in a particular expenditure deadline cycle shall expire on the respective dates provided in Column D of Table 1 in this Exhibit. Shall the defect not be fully cured by the cure expirations date, the costs associated with the defect will be disallowed. In the event the disallowed costs results in the total reimbursement for the expenditure cycle falling short of the amount required for the meeting the cycle's progressive expenditure deadline amount as provided in EXHIBIT C, the CITY will recapture the amount of the expenditure shortfall for the cycle.

Accomplishment data defects must also be cured by the respective dates provided in Column D Table 1 in this Exhibit A. Accomplishment data defects not corrected by the applicable dates may result in the suspension of reimbursement request processing and the making of reimbursement payments until such time as the data defect is cured by the SUBRECIPIENT. In the event that a suspension results in the failure to achieve an expenditure deadline requirement, the CITY will recapture the entire amount associated with the expenditure deadline cycle.

**REVISED EXHIBIT B  
CITY OF FRESNO  
OPERATING BUDGET SUMMARY (non-capital projects)**

Budgeted Position (Personnel) or Category (Operations)	City of Fresno HUD Funds			Other Funds for Project					Project Totals (All Funds)
	Salaries & Wages	Fringe Benefits	Totals (City of Fresno HUD Funds)	Other Federal Funds	State Funds	Local Govm't Funds	Private / Donor Funds	Other Funds (specify)	
<b>Salaries/Wages (Specify each position; add additional rows as needed)</b>									
<b>Direct Service Personnel:</b>									
Case Manager	60,700.00	9,000.00	69,700.00						69,700.00
Case Manager	60,700.00	9,000.00	69,700.00						69,700.00
Case Manager	60,700.00	9,000.00	69,700.00						69,700.00
Case Manager .5			-						-
[enter position title]			-						-
<b>Administrative Personnel:</b>									
[enter position title]			-						-
[enter position title]			-						-
[enter position title]			-						-
<b>Independent Contractors / Consultants:</b>									
[enter position title]			-						-
[enter position title]			-						-
<b>TOTAL PERSONNEL BUDGET</b>	<b>\$ 182,100.00</b>	<b>\$ 27,000.00</b>	<b>\$ 209,100.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 209,100.00</b>
<b>Other Direct Costs (Include only costs that are direct; indirect costs are covered under the Indirect Cost Rate)</b>									
Employee costs			21,142.01						21,142.01
Client Incentives			7,500.00						7,500.00
Document Readiness			5,000.00						5,000.00
Employee Training			5,500.00						5,500.00
Client Food			75,000.00						75,000.00
Client Clothing			5,500.00						5,500.00
Office Supplies			1,990.00						1,990.00
Client Furniture			15,000.19						15,000.19
Client Hygiene			5,000.00						5,000.00
[enter cost category]									-
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$ 141,632.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 141,632.20</b>
<b>INDIRECT COSTS* (Select 1 indirect rate Only)</b>									
Approved Indirect Cost Rate									-
De minimus 10 % Rate			35,073.22						35,073.22
<b>TOTAL INDIRECT COST BUDGET</b>			<b>\$ 35,073.22</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 35,073.22</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 182,100.00</b>	<b>\$ 27,000.00</b>	<b>\$ 385,805.42</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 385,805.42</b>

Approved Contract	\$ 253,266.21
Proposed Amendment	\$ 132,539.21
<b>Total</b>	<b>\$ 385,805.42</b>

Please revise this form and annotate budget items as needed

All applicants are required to submit a copy of their organization's operating budget.

\*An approved indirect cost rate must be applied to the base identified in the agreement with the federal cognizant agency.  
Per 2 CFR 200.414, any non-federal entity that does not have a current negotiated rate may elect to charge a de minimis rate of 10% of Modified Total Direct Costs (defined in 2 CFR 200.68).