

SECOND AMENDMENT TO AGREEMENT

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

RECITALS

WHEREAS, City and Service Provider entered into an Agreement, dated September 28, 2023, (Agreement), for professional emergency shelter, bridge housing, outreach, and navigation services for Clarion Pointe (Hope Pointe) located at 4061 N Blackstone Avenue and Village of Hope located at 412 F Street (Project) funded through the **ENCAMPMENT RESOLUTION FUNDING – ROUND 2 REMAINDER (ERF-2R)** for a total fee of \$9,780,325.71; and

WHEREAS, City and Service Provider entered into a First Amendment on October 10, 2024, to revise the scope of work, increase the total number of shelter beds from 90 shelter beds (65 emergency shelter beds, 25 bridge housing beds) to 120 shelter beds (80 bridge housing beds, 40 emergency shelter beds) at Clarion Pointe. Expand outreach services in the downtown encampment area to include the Blackstone Corridor (Barstow Ave to Shields Ave). Extend the contract term at Clarion Pointe for the operations of 30 emergency shelter beds, and Blackstone Corridor street outreach and navigation services through July 30, 2025, and increase funding by \$2,001,280.00 using **ENCAMPMENT RESOLUTION FUNDING – ROUND 3 REMAINDER (ERF-3R)** grant funds for a total fee of \$11,781,605.71.

WHEREAS, City and Service Provider desire to enter into a second amendment to the agreement to provide the Service Provider with an advance payment of 25% or no more than \$500,320.00 of the total ERF-3R compensation (Advance) to assist with the cost of startup of the 30 emergency shelter beds at the Clarion Pointe and Street Outreach expansion.

AGREEMENT

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

1. The total fee as referenced in Exhibit B (Agreement) shall remain in effect not to exceed \$11,781,605.71, of which \$9,780,325.71 is funded through ERF-2R and \$2,001,280.00 if funded through ERF-3R.

2. The total fee of \$1,199,415.04 for the operation of 30 emergency shelter beds at the Clarion Pointe funded with ERF-3R shall remain in effect. Pursuant to this Second Amendment to the Service Agreement, the Service Provider is hereby advanced by 25% or no more than \$299,853.76 of the total ERF-3R compensation (Advance) for 30 emergency shelter beds at the Clarion Pointe.

3. The total fee of \$801,864.96 for the expansion of Street Outreach services in the downtown encampment area to include the Blackstone Corridor (Barstow Ave to 349403v2

Shields Ave) shall remain in effect. Pursuant to this Second Amendment to the Service Agreement, the Service Provider is hereby advanced by 25% or no more than \$200,466.24 of the total ERF-3R compensation (Advance) for Street Outreach expansion.

4. Service Provider shall provide a detailed line-item budget to support the startup cost for the 30 emergency shelter beds and street outreach expansion. In the event the Advance exceeds the cost of startup expenses, the remaining balance of the advance shall be used as a credit to the City for the payment of remaining operational costs of the 30 emergency shelter beds and street outreach services. Service Provider remains responsible to provide City with correct, legible, and detailed monthly invoice statements for all services provided with the Advance.

5. Any income generated by the Service Provider, including interest earned from Advance, from the use of ERF-2R and ERF-3R (ERF) funds governed by this Agreement shall be considered ERF program income. All ERF income (as defined by 24 CFR 570.500(a)) shall be retained by the Service Provider for the term of this Agreement. The use of all ERF program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this agreement.

6. Service Provider shall adhere to and follow the Uniform Administrative Requirements, financial management policies and procedures that, at a minimum, provide for determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles published in the U.S. federal regulations at 2 CFR Part 200.

7. Render actual monthly income and expense reports related to the management and operation of services being provided in Service Providers standard format approved by City on the fifteenth (15th) calendar day after the expiration of each calendar month, and an annual income and expense report in Service Provider's standard format approved of by City, within forty-five (45) days after the expiration of each calendar year. Service Provider shall deliver, concurrently with the delivery of each month income and expense report, copies of checks evidencing payment and collections and supporting invoices, internal allocations, and other back-up data as may reasonably be requested for the expenses and disbursement shown the previous month's income expense report.

8. Detailed statement shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business generally within thirty (30) days after receipt by City of a correctly completed and supported invoice in accordance with the provisions of this section. City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
A California municipal corporation

Poverello House,
a California non-profit corporation

By: _____
Georgeanne A. White Date
City Manager

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

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____
Signed by:
Brent Richardson
538D38920F114F5...
Brent Richardson Date
Deputy City Attorney

By: _____
Name: _____

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Attachments:

1. Exhibit A - First Amendment Agreement with Poverello House
2. Exhibit B - Agreement with Poverello House