

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE 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 California municipal corporation (City), and Poverello House, a California non-profit corporation (Service Provider).

RECITALS

WHEREAS, the City and the Service Provider entered into a Service Agreement for professional outreach services located at the downtown and Blackstone corridor encampment areas (Project); and

WHEREAS, the Project is funded through ENCAMPMENT RESOLUTION FUNDING – ROUND 3 (ERF-3), with a term of July 31, 2025, through October 31, 2026, and total compensation not to exceed \$1,507,754.00; and

WHEREAS, the City and the Service Provider now desire to enter into a First Amendment to extend the current ERF-3 Service Agreement through December 31, 2026, without any additional funds added to the Project.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Scope of Services. The Service Provider shall continue to perform to the satisfaction of the City the services described in Exhibit A of the Agreement, 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 Amendment shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through February 28, 2027, subject to any earlier termination in accordance with this Amendment. The services of the Service Provider as described in Exhibit A of the Agreement 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 Amendment and in accordance with any performance schedule set forth in Exhibit B.
 - b. The Service Provider's operations shall be from November 1, 2026, through December 31, 2026; as described in Revised Exhibit B (attached).
3. The total funding available shall remain unchanged and shall not exceed \$1,507,754.00. An updated budget is included in the Revised Exhibit B (attached).
4. Exhibit A remains unchanged, and the Service Provider shall continue to perform the services outlined therein to the satisfaction of the City. This

includes all tasks necessary or incidental to the completion of those services, even if not explicitly detailed in Exhibit A.

5. Exhibit B shall be replaced with the "Revised Exhibit B".
6. The Service Provider shall submit actual monthly income and expense reports related to the management and operation of services, using the Service Provider's standard format as approved by the City. These reports shall be submitted no later than the thirtieth (30th) calendar day following the end of each calendar month. Additionally, an annual income and expense report shall be submitted in the same approved format accordance with the reporting schedule set forth in the Revised Exhibit B. Each monthly report must be accompanied by supporting documentation, including but not limited to copies of checks evidencing payment and collections, supporting invoices, internal cost allocations, and any other backup materials reasonably requested by the City to substantiate the reported expenses and disbursements.
7. A detailed monthly statement for services rendered in the preceding month shall be submitted and will be payable in the normal course of City business, generally within forty-five (45) days of the City's receipt of a properly completed and adequately supported invoice. The Service Provider shall submit the final request for reimbursement no later than February 15, 2027, as set forth in the Revised Exhibit B. The City shall have no obligation to reimburse any expense that is not supported by a detailed invoice and the corresponding documentation.
8. 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, as provided for within the body of this Amendment, shall be null and void.
9. Except as otherwise expressly provided herein, the Agreement entered into by the City and the Service Provider on July 21, 2025, remains in full force and effect.

[Signatures follow on the next page.]

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

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Angela M. Karst 7/16/2026
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
AMY K. ALLER
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

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)

SERVICE PROVIDER:
Poverello House
Attention: Zachary Darrah, Chief
Executive Director
412 F Street
Fresno, CA 93706
Phone: (559) 498-6988 ext. 110
E-mail: zdarrah@poverellohouse.org

Attachments:

1. Revised Exhibit B – Schedule of Fees and Expenses

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

COMPENSATION

In no event shall compensation paid for services performed under this Amendment be in excess of One Million Five Hundred Seven Thousand, Seven Hundred Fifty-Four and 00/100 Dollars (\$1,507,754.00), funded through Encampment Resolution Funding – Round 3 (ERF-3), for outreach services for the period of November 1, 2026, through December 31, 2026.

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. Service Provider shall comply with the Uniform Administrative Requirements and shall maintain financial management policies and procedures that ensure costs are determined allowable in accordance with the terms and conditions of this Agreement and the applicable federal cost principles set forth in 2 CFR Part 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 found to be incomplete, the City will submit a request to the Service Provider for the missing documentation. The Service Provider shall have 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City will proceed with processing payment after the 10 business days have elapsed. The Service Provider may submit the missing documentation at a later date, provided it is submitted no later than 45 days prior to the expiration of the Term of this Agreement or within 30 days prior to the date of earlier termination of this Agreement.

Monthly Report – The Service Provider shall submit monthly income and expense reports relating to 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 after the expiration of each calendar month.

Performance Period	Monthly Report Due
November 1, 2026 – November 30, 2026	December 30, 2026
December 1, 2026 – December 31, 2026	January 30, 2027

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
November 1, 2026 – December 31, 2026	February 15, 2027

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 year is defined as July 1st through December 31st for each year in which this Agreement remains in effect. Following the end of the operational year, a final reconciled income and expense report must be submitted by February 15.

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

Budget

ERF-3 Outreach Budget July 31, 2025 - December 31, 2026	
<u>Personnel</u>	
Chief Programs Officer (0.10 FTE)	\$ 17,000.00
Chief Operations Officer (0.057 FTE)	\$ 8,500.00
Sr. Director of Outreach Services (0.30 FTE)	\$ 34,000.00
Finance Specialist (.10 FTE)	\$ 5,600.00
Director of Mental Health Services (0.15 FTE)	\$ 22,361.00
Outreach Coordinator (0.35 FTE)	\$ 29,000.00
Street Outreach Specialist (8.0 FTE)	\$ 458,000.00
Licensed Social Worker (1.0 FTE)	\$ 145,000.00
Licensed Street Clinician (1.0 FTE) Funded only 3 mos.	\$ 22,898.00
Licensed AOD Counselor (1.0 FTE)	\$ 96,000.00
Unlicensed Street Clinician (1.0 FTE)	\$ 101,000.00
Total Salaries	
Benefits @ 30%	\$ 281,807.70
Taxes	\$ 98,163.02
FICA @ 7.65%	\$ 71,860.96
SUI @ 2.8%	\$ 26,302.05
Total Personnel	\$ 1,319,329.72
<u>Non-Personnel</u>	
Program Supplies	\$ 22,018.47
Office Supplies	\$ 7,500.00
Information Technology/Communications	\$ 16,528.00
Fuel/Insurance/Vehicle Maintenance	\$ 29,800.00
HMIS Costs @ \$892 Per License	\$ 8,028.00
Rent Expense	\$ 24,752.00
Utilities	\$ 8,000.00
Total Non-Personnel	\$ 116,626.47
Direct Costs	\$ 1,435,956.19
Indirect Costs @ 5%	\$ 71,797.81
Grand Total	\$ 1,507,754.00