

FOURTH AMENDMENT TO AGREEMENT

THIS FOURTH 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, the City and the Service Provider entered into an Agreement dated September 28, 2023, (Agreement), for the provision of 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 (collectively, the Project), funded through the **ENCAMPMENT RESOLUTION FUNDING – ROUND 2 REMAINDER (ERF-2R)**, for a total fee of \$9,780,325.71; and

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

WHEREAS, the City and the Service Provider entered into a second amendment to increase HHAP funding by \$1,319,019.24; and

WHEREAS, the City and the Service Provider entered into a third amendment to extend the Agreement term through September 30, 2025; and reallocated \$178,500 from ERF-2 Outreach Services to ERF-2 Clarion Pointe emergency shelter operations to support continued shelter services; and

WHEREAS, the City and the Service Provider now desire to enter into a fourth amendment to extend the current agreement for 3 months through December 31, 2025, to continue shelter operations for ERF-2 Clarion Pointe Bridge Housing, by increasing the budget by \$536,500 from HHAP funds and relocating remaining funds of \$26,000 from ERF-2 Village of Hope (VOH), for a total budget of \$562,500.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which 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. The total fee as referenced in Exhibit B (Agreement) shall increase by \$536,500 and shall not exceed \$12,316,205.71, comprised of \$9,780,325.71 in ERF-2R funds, \$2,001,280.00 in ERF-3R funds and \$536,500 in HHAP funds

2. The previously established funding of \$1,199,415.04 for the operation of 30 emergency shelter beds at the Clarion Pointe, supported through ERF-3R, shall remain in effect.

3. The previously established funding of \$801,864.96 for the expansion of Street Outreach services to include the Blackstone Corridor (Barstow Avenue to Shields Avenue) shall remain in effect.

4. The ERF-2 Street Outreach budget shall be reduced from \$1,246,301.30 to \$1,067,801.30. To support emergency shelter operations, \$178,500.00 shall be reallocated to the ERF-2 Clarion Pointe emergency shelter budget. The reallocation results in an increased total shelter operation budget of \$6,814,652.77.

5. The Clarion Pointe emergency shelter budget shall be increased from \$6,814,652.77 to \$7,377,152.77

6. . To support Clarion Pointe Bridge Housing operations, \$536,500 shall be relocated from HHAP funds and \$26,000 remaining funds from the VOH ERF-2 budget to the ERF-2 Clarion Pointe Bridge Housing budget, for a total budget of \$562,500.

7. Any income generated by the Service Provider, including interest accrued from the Advance, using ERF-2R or ERF-3R (ERF) funds governed by this Agreement shall be treated as ERF program income. All such income, as defined in 24 CFR 570.500(a)) shall be retained by the Service Provider during the term of this Agreement. Use of ERF program income shall be restricted to activities outlined in the Scope of Work and shall remain subject to the terms of this Agreement.

8. The term of the Agreement is extended through December 31, 2025.

9. The 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.

10. 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 fifteenth (15th) calendar day following the end of each calendar month. Additionally, an annual income and expense report shall be submitted in the same approved format within forty-five (45) days after the end of each calendar year. 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.

11. 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 City shall have no obligation to reimburse any expense that is not supported by a detailed invoice and the corresponding documentation.

This Amendment shall be incorporated into and governed by the terms and conditions of the Agreement. Except as expressly modified herein, all other provisions of the Agreement shall remain in full force and effect. In the event any conflict between the terms of this Amendment and the Agreement, the terms in this Amendment shall prevail. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them 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

Signed by:
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

Signed by:
By: Brent Richardson 9/10/2025
538D33820F114F6...
Brent Richardson Date
Deputy City Attorney

DocuSigned by:
By: Linda Bowman
00A4076780664FA...
Name: Linda Bowman

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

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Agreement with Poverello House
2. First Amendment Agreement with Poverello House
3. Second Amendment Agreement with Poverello House
4. Third Amendment Agreement with Poverello House

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT is made and entered into, effective on September 28, 2023, by and between the CITY OF FRESNO, a California municipal corporation (City), and POVERELLO HOUSE, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain 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); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as emergency shelter and 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 City by its Planning & Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises 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 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. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to extension of no more than 12 months or 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**.
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 \$9,780,325.71, 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 monthly for services performed in the preceding month and will be payable in the normal course of City business,

generally within 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 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 Property in Service Provider's 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. At City's election (to be exercised by 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 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 a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of 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 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.
- (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 City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by 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, 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 City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide 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 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) 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, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, 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

City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to 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, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by 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 Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of 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 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 C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify 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 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 City of these facts in writing.

- (c) 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 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event 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 City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact 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 City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of 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 City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of seven 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 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 City, Service Provider shall have provided evidence to 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 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 City for any purpose. 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, 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 City. Service Provider shall have no authority to bind City absent 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 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 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 City employment benefits, entitlements, programs and/or funds offered employees of 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 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 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 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 Service Provider directly to Service Provider.

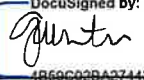
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative 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 City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

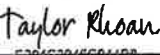
[SIGNATURES FOLLOW ON THE NEXT PAGE.]

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

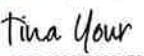
CITY OF FRESNO,
a California municipal corporation

DocuSigned by:
By:  10/3/2023
Georgeanne A. White, City Manager
City Manager's Office

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:
By:  8/31/2023
Taylor W. Rhoan
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By:  10/3/2023
Deputy

Addresses:

CITY:
City of Fresno
Attention: Joe Pasillas, Housing and
Neighborhood Revitalization Manager
2600 Fresno Street, CH3N
Fresno, CA 93721
Phone: (559) 621-8053
FAX: (559) [#]

POVERELLO HOUSE,
a California non-profit organization

DocuSigned by:
By: 
Name: Zachary Darrah

Title: CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

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

Service Provider:
Poverello House
Attention: Zachary D. Darrah, Chief
Executive Officer
412 F Street
Fresno, CA 93706
Phone: 559-498-6988 ex. 110
FAX: (559) 485-6548

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Poverello House** **Encampment Resolution Services**

Interim shelter services at Clarion Pointe (Hope Pointe) will include the following:

- Shelter management staff and oversight
- 65 emergency shelter beds and 25 bridge housing beds in the first 13 months of operation. All beds will transition to bridge housing after June 30, 2024.
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time clinicians and one contracted clinician to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 5 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe
- 15 Client Services Specialists (24-hour staff)
- 6 Poverello House Staff Security (24-hour security, Poverello House employees)
- 3 Housing Stability Case Managers (Additional case management once housed)
- 3 meals a day
- Linen service
- 2 C-trains for client storage
- Office supplies, IT, and facilities management

Interim Shelter services at Village of Hope will include the following:

- Shelter management staff and oversight
- 65 emergency shelter beds beginning July 1, 2024. Overall staffing pattern will shift in Year 2 of the agreement, to incorporate the additional shelter beds and service location.
- 4 Client Navigators that will create a supportive service and housing plan for residents at Village of Hope
- 9 Client Services Specialists (24-hour staff)
- 24-hour security services
- 2 Housing Stability Case Managers (Additional case management once housed).
- 3 meals a day
- Linen service

- Office Supplies and IT services

All emergency shelter services at Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of Poverello House's Interim Housing programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.
- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.
- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.
- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.

- The housed client can still access all services at Poverello House, including MAP Point, The Enrichment Center and other supportive services to ensure their success in housing.
- The target length of stay for emergency shelter beds will be 90 days and 180 days for bridge housing beds. Due to the housing shortages in the community, Poverello House may approve one 30-day extension, for a total of 120 days for emergency shelter beds or a total of 210 days for bridge housing beds, with written notification to the City within seven (7) days of extension approval.

Street Outreach and Navigation services will include the following:

- Outreach coordination staff and oversight
- 6 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing.
- 1 Street Clinician that will provide direct, clinical-based, mental health services on the street for clients in the designated encampment area. When additional mental health services are needed, the mental health clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 3 dedicated Outreach and Mental Health services vehicles.

Street Outreach and Navigation services are intended to engage with all unsheltered individuals residing in the designated Encampment Area and provide quick access to services and resources to resolve their episodes of homelessness. The HOPE Outreach Team will have daily contact with unsheltered individuals in the Encampment Area, providing individuals with immediate access to mental health services and medical care. All team members have and are trained in administering Narcan. The HOPE Outreach Team Street Navigators will provide street navigation for those not able to immediately access shelter. Below is an outline of Poverello House's Street Outreach and Navigation programs:

- The ERF - HOPE Outreach team will make initial contact with residents in the encampment area.
- Outreach staff will administer an initial screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- Diversion will be practiced throughout the entire process.
- Those encountered will then be linked to an emergency shelter or a street navigator. Street navigators will confirm documents needed for housing including identification, social security cards, birth certificates, and other supportive documents.
- Clients awaiting or ineligible for shelter will receive Street Navigation services weekly through the HOPE Outreach Team.
- Once a housing plan is established and documentation is secured, a match form will be submitted to the CES Community Housing Matcher.

- Once a client accepts a match, the navigator will work with the housing provider to secure housing.
- Poverello House will provide three meals daily to those continuing to reside on the streets, as well as access to shower and laundry services, bathrooms, WiFi, and charging stations. Poverello House will also provide unhoused individuals in the Encampment Area with a day center in cold or hot weather.
- Throughout the process, the client's data will be entered into the HMIS to track all engagements and progress.

Goals/Outcome for 90 Interim Shelter beds at Clarion Pointe (Hope Pointe):

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 244 unique individuals will be served.
- A minimum of 146 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 58 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 52 clients will maintain stability through housing stability case manager (90% will remain housed 12 months after exiting to permanent housing).
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.
- 60% of those exiting to permanent destinations from bridge housing services will do so within 180 days of program entry.

Goals/Outcomes for 65 Interim Shelter beds at Village of Hope:

- Achieve full capacity within 60 days of July 1, 2024
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 176 unique individuals will be served.
- A minimum of 106 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 40 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 159 clients will maintain stability through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing)
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.

Goals/Outcomes for Street Outreach and Navigation Services:

- A minimum of 1600 contacts with unique individuals within the Encampment Area.

- A minimum of 880 unique individuals will be served.
- A minimum of 420 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 42 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 33 clients will maintain stability through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing).
- A minimum of 100 individuals will receive linkages to the Poverello House's Enrichment Center or the Fresno County Dept. of Behavioral Health's Wellness Center for mental health services.

Maintenance and Repair: Service Provider 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 Service Manager in accordance with the then-current Budget approved by City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without City'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 Service Provider shall give City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider 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, or boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 1(a).

Service Contracts: Service Provider 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 City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or City 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.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

EXHIBIT B**BUDGET**

**Service Agreement between City of Fresno
and Poverello House
Encampment Resolution Services**

Encampment Resolution Services 25-Month Budget	
<i>Personnel</i>	Total Cost
Chief Programs Officer (Year 1 – 0.10 FTE; Year 2 – 0.15 FTE)	\$ 26,875.00
Chief Operations Officer (Year 1 – 0.10 FTE; Year 2 – 0.15 FTE)	\$ 25,232.90
Chief Financial Officer (Year 1 – 0.05 FTE; Year 2 – 0.10 FTE)	\$ 26,865.00
Senior Director of Shelter Services (Year 1 – 0.40 FTE; Year 2 – 0.70 FTE)	\$ 90,668.40
Bridge Housing Director (1.0 FTE)	\$ 135,408.00
Director of Facilities (Year 1 – 0.15 FTE; Year 2 – 0.25 FTE)	\$ 24,022.00
Director of Mental Health Services (Year 1 – 0.30 FTE; Year 2 – 0.45 FTE)	\$ 65,873.70
IT Coordinator (Year 1 – 0.10 FTE; Year 2 – 0.20 FTE)	\$ 16,673.80
Finance Specialist (1.0 FTE)	\$ 94,243.75
HR Coordinator (0.20 FTE)	\$ 18,198.60
Bridge Shelter Coordinator (1.0 FTE)	\$ 99,659.00
Client Navigator (5.0 FTE)	\$ 433,300.00
Client Services Specialist (15.0 FTE)	\$ 1,169,910.00
Facilities Specialist (1.0 FTE)	\$ 77,994.00
Housing Stability Case Manager (3.0 FTE)	\$ 233,982.00
Security Specialist (6.0 FTE)	\$ 467,964.00
Village of Hope Shelter Coordinator (Year 2 – 1.0 FTE)	\$ 47,840.00
Village of Hope Client Navigator (Year 2 – 4.0 FTE)	\$ 166,400.00
Village of Hope Client Services Specialist (Year 2 – 9.0 FTE)	\$ 336,960.00
Village of Hope Housing Stability Case Mgr. (Year 2 – 2.0 FTE)	\$ 74,880.00
Sr. Director of Outreach Services (0.15 FTE)	\$ 32,512.45
Outreach Coordinator (0.25 FTE)	\$ 29,258.30
Encampment Area Street Navigation Specialist (6.0 FTE)	\$ 530,282.40
Street Clinician (1.0 FTE)	\$ 215,333.00
Year 2 Salary Increases	\$ 95,849.60
Benefits @ 20%	\$ 898,140.99
Taxes @ 8.65%	\$ 388,445.98

Total Personnel	\$5,822,772.87
<u>Non-Personnel</u>	
<u>Operating Costs</u>	
Program Supplies	\$ 249,000.00
Meal Services (3 meals per day, \$5 per meal)	\$ 1,622,250.00
Utilities	\$ 393,250.00
Linen/Laundry Service	\$ 222,500.00
Office Supplies	\$ 14,900.00
Equipment/Technology (computers, copy machine, printer, radios)	\$ 56,400.00
Storage (C-Train X 2, \$6,000 each)	\$ 12,000.00
Communications (cell phones, desk phones, internet)	\$ 71,405.00
Fuel/Insurance/Vehicle Maintenance/Travel Costs	\$ 114,957.00
Facilities Maintenance/Property Management	\$ 162,500.00
Village of Hope Master Lease	\$ 144,000.00
Village of Hope Security Services	\$ 120,000.00
Vehicle Purchase – Food Services Delivery Van	\$ 50,000.00
Vehicle Purchase – Transport	\$ 80,000.00
Vehicle Purchase – Outreach/MH Services	\$ 120,000.00
IT Infrastructure – Clarion Motel (Hope Pointe)	\$ 25,000.00
HMIS Licenses, Startup, Training & Fees	\$ 49,094.10
Total Non-Personnel	\$ 3,507,256.10
Total Direct Costs	\$9,330,028.97
Indirect Costs (Maximum of 5%)	\$ 450,296.74
Total Direct and Indirect	\$ 9,780,325.71
Grand Total	\$ 9,780,325.71

EXHIBIT C

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and Poverello House (Service Provider)** **Encampment Resolution Services**

MINIMUM SCOPE OF INSURANCE

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 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 (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal 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. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or 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. SERVICE PROVIDER shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 10 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
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. SERVICE PROVIDER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status 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.

The Workers' Compensation insurance policy is to 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.

If the Professional Liability (Abuse & Molestration) 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.

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.

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

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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.

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 it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST

Encampment Resolution Services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

☐ Additional page(s) attached.

DocuSigned by:
Zachary Darrah
 50050CFE400403
 Signature
 8/31/2023
 Date
 Zachary Darrah
 Name
 Poverello House
 Company
 412 F Street
 Address
 Fresno, CA 93706
 City, State, Zip

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on October 10, 2024 (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 desire to enter into a First Amendment to the Agreement to 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. The Service Provider's compensation for all services will increase by \$2,001,280.00 funded with **ENCAMPMENT RESOLUTION FUNDING – ROUND 3 REMAINDER (ERF-3R)** grant funds for a total fee of \$11,781,605.71.

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 Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement is hereby increased by \$2,001,280.00 paid with ERF-3R funds. The increased compensation amount is hereby added to the original compensation amount of \$9,780,325.71 paid with ERF-2R funds for an increased total compensation amount of \$11,781,605.71.
2. The number of ERF funded interim shelter beds at Clarion Pointe shall be increased by 30 interim shelter beds for a total of 120 interim shelter beds. Additionally, the operation of 30 interim shelter beds is hereby extended through July 30, 2025.
3. Street outreach services are expanded from the Downtown Encampment area to include outreach services in the Blackstone Corridor located between Barstow Avenue and Shields Avenue. The aforementioned street outreach services are hereby extended through July 30, 2025.
4. Exhibit A is deleted in its entirety and shall be replaced with the "Revised Exhibit A" attached hereto and incorporated herein.

5. Exhibit B is deleted in its entirety and shall be replaced with the "Revised Exhibit B" attached hereto and incorporated herein.

6. In the event of any conflict between the body of this First Amendment and the Agreement, the terms, and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

[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:  10/14/2024
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
By:  9/9/2024
Brent Richardson Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By:  10/14/2024
Deputy Date

Poverello House,
a California non-profit corporation

By: 
Zachary Darrah
Name: _____
Chief Executive officer
Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

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

Attachments:

1. Agreement with Poverello House
2. Revised Exhibit A – Scope of Services
3. Revised Exhibit B – Schedule of Fees and Expenses

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Poverello House** Encampment Resolution Services

Interim shelter services at Clarion Pointe (Hope Pointe) will include the following:

- 65 Emergency Shelter Beds and 25 Bridge Housing Beds funded by ERF-2R from June 14, 2023 through July 30, 2024
- 10 Emergency Shelter beds and 80 Bridge Housing beds funded by ERF-2R from August 1, 2024 through June 30, 2025
- 30 Emergency Shelter Beds at Clarion Hope Pointe funded by ERF-3R from October 1, 2024 through July 30, 2025
- Shelter Management Staff and Oversight
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time licensed clinicians and one contracted licensed clinician that are registered with the Board of Behavioral Sciences (BBS) to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 5 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe supporting the original 90-shelter beds
- 2 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe supporting the additional 30-shelter beds
- 15 Client Services Specialists (24-hour staff) supporting the original 90-shelter beds
- 9 Client Services Specialists (24-hour staff) supporting the additional 30-shelter beds
- 6 Poverello House Staff Security (24-hour security, Poverello House employees)
- 3 Housing Stability Case Managers (Additional case management once housed) supporting the original 90-shelter beds
- 2 Housing Stability Case Managers (Additional case management once housed) supporting the additional 30-shelter beds
- 3 meals a day for all shelter beds
- Linen service for all shelter residents
- 3 C-trains for client storage
- Office supplies, IT, and facilities management

Interim Shelter services at Village of Hope will include the following:

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- Shelter management staff and oversight
- 65 emergency shelter beds beginning June 1, 2024, through June 30, 2025.
- 4 Client Navigators that will create a supportive service and housing plan for residents at Village of Hope
- 9 Client Services Specialists (24-hour staff)
- 24-hour security services
- 2 Housing Stability Case Managers (Additional case management once housed.
- 3 meals a day
- Linen service
- Office Supplies and IT services

All shelter services provided by Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of the ERF Interim Housing programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.
- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.

- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.
- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.
- The housed client can still access all services at Poverello House, including MAP Point, The Enrichment Center and other supportive services to ensure their success in housing.
- The target length of stay for emergency shelter beds will be 90 days and 180 days for bridge housing beds. Due to the housing shortages in the community, Poverello House may approve one 30-day extension, for a total of 120 days for emergency shelter beds or a total of 210 days for bridge housing beds, with written notification to the City within seven (7) days of extension approval.

Street Outreach and Navigation services will include the following:

- Outreach coordination staff and oversight
- 1 Senior Director of Navigation Services that will provide oversight to the navigators and housing stability case managers. Services provided from October 1, 2024, through July 30, 2025.
- 6 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing from June 14, 2023, through June 30, 2025.
- 8 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing from October 1, 2024, through July 30, 2025.
- 1 Street Clinician that will provide direct, clinical-based, mental health services on the street for clients in the designated encampment area. When additional mental health services are needed, the mental health clinician will refer the client to the Department of Behavioral Health (DBH). If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov. Street Clinician to provide services from June 14, 2024 through July 30, 2025.
- 1 Associate Marriage and Family Therapist (AMFT) Street Clinician will provide clinical-based, mental health services to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.
- 1 Licensed Social Worker will provide mental health services and case management support to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.

- 1 Licensed Alcohol and Other Drugs Counselor will provide addiction services to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.
- 6 dedicated Outreach and Mental Health services vehicles.

Street Outreach and Navigation services are intended to engage with all unsheltered individuals residing in the designated Encampment Area and provide quick access to services and resources to resolve their episodes of homelessness. The HOPE Outreach Team will have daily contact with unsheltered individuals in the Encampment Area, providing individuals with immediate access to mental health services and medical care. All team members have and are trained in administering Narcan. The HOPE Outreach Team Street Navigators will provide street navigation for those not able to immediately access shelter. Below is an outline of Poverello House's Street Outreach and Navigation programs:

- The ERF - HOPE Outreach team will make initial contact with residents in the encampment area.
- Outreach staff will administer an initial screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- Diversion will be practiced throughout the entire process.
- Those encountered will then be linked to an emergency shelter or a street navigator. Street navigators will confirm documents needed for housing including identification, social security cards, birth certificates, and other supportive documents.
- Clients awaiting or ineligible for shelter will receive Street Navigation services weekly through the HOPE Outreach Team.
- Once a housing plan is established and documentation is secured, a match form will be submitted to the CES Community Housing Matcher.
- Once a client accepts a match, the navigator will work with the housing provider to secure housing.
- Poverello House will provide three meals daily to those continuing to reside on the streets, as well as access to shower and laundry services, bathrooms, WiFi, and charging stations. Poverello House will also provide unhoused individuals in the Encampment Area with a day center in cold or hot weather.
- Throughout the process, the client's data will be entered into the HMIS to track all engagements and progress.

Goals/Outcomes for 90 Interim Shelter beds at Clarion Pointe (80 bridge beds, 10 emergency shelter beds) ERF-2R:

- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 244 unique individuals will be served annually.
- A minimum of 146 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 58 of those exiting will exit to permanent housing situations annually, as measured in HMIS.

- A minimum of 52 clients will maintain stability through housing stability case manager annually (90% will remain housed 12 months after exiting to permanent housing).
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Goals/Outcomes for 30 Emergency Shelter beds at Clarion Pointe (Hope Pointe) ERF-3R:

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 73 unique individuals will be served annually.
- A minimum of 58 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 43 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 39 clients will maintain stability through housing stability case manager annually (90% will remain housed 12 months after exiting to permanent housing).
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Goals/Outcomes for 65 Interim Shelter beds at Village of Hope:

- Achieve full capacity within 60 days of July 1, 2024 through June 30, 2025
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 176 unique individuals will be served annually.
- A minimum of 106 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 40 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 159 clients will maintain stability annually through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing)
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.

Goals/Outcomes for Client Services

- Licensed Street Clinician –
 - Serve 120 unique of clients annually
 - Complete one meeting per week of meetings per clients weekly
 - Refer 40 of clients to DBH

- Associate Marriage and Family Therapist (AMFT) Street Clinician
 - Serve 120 of clients annually
 - Complete one per week of meetings per clients weekly
 - Refer 40 of clients to DBH
- Licensed Social Worker
 - Serve 96 of clients annually
 - Host 1 of meetings weekly
- Certified AOD Counselor
 - Serve 96 of clients annually
 - Host 2 of meetings weekly

Goals/Outcomes for Street Outreach and Navigation Services:

- A minimum of 1600 contacts with unique individuals within the Encampment Area annually.
- A minimum of 880 unique individuals will be served annually.
- A minimum of 420 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 42 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 33 clients will maintain stability through housing stability case manager annually (80% will remain housed 6 months after exiting to permanent housing).
- A minimum of 100 individuals will receive linkages to the Poverello House's Enrichment Center or the Fresno County Dept. of Behavioral Health's Wellness Center for mental health services annually.

Maintenance and Repair: Service Provider 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 Service Manager in accordance with the then-current Budget approved by City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without City'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 Service Provider shall give City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider 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, or

boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in the Maintenance and Repair section above.

Service Contracts: Service Provider 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 City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or City 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.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES Service Agreement between City of Fresno and Poverello House

Encampment Resolution Funding Services ERF-2R and ERF-3R Budgets

COMPENSATION: In no event shall compensation paid for services performed under this agreement be in excess of Eleven Million, Seven Hundred Eighty-One Thousand, Six Hundred Five and 71/100 Dollars (\$11,781,605.71). Of which, Nine Million, Seven Hundred Eighty Thousand, Three Hundred Twenty-Five and 71/100 Dollars (\$9,780,325.71) are derived from ERF-2R and Two Million, One Thousand, Two Hundred Eighty and 00/100 Dollars (\$2,001,280.00) Dollars are derived from ERF-3R.

Clarion Pointe:

For the period of June 14, 2023, through June 30, 2025, in no event shall compensation paid for services performed at the Clarion Pointe 90-shelter beds under this Agreement be in excess of Six Million, Six Hundred Thirty-Eight Thousand, Four Hundred Fifty and 68/100 Dollars (\$6,638,450.68) using ERF-2R funds. For the period of October 1, 2024, through July 30, 2025, in no event shall compensation paid for services performed at the Clarion for the additional 30-emergency shelter beds under this Agreement be in excess of One Million, One Hundred Ninety-Nine Thousand, Four Hundred Fifteen and 04/100 (\$1,199,415.04) using ERF-3R funds.

Village of Hope:

For the period of June 1, 2024, through June 30, 2025, in no event shall compensation paid for services performed at the Village of Hope 65-bed emergency shelter under this Agreement be in excess of One Million, Eight Hundred Six Thousand, Eight Hundred Nine and 15/100 dollars (\$1,806,809.15) using ERF-2R funds.

Street Outreach:

For the period of June 14, 2023, through June 30, 2025, in no event shall compensation paid for street outreach services performed in the Downtown encampment area under this Agreement be in excess of One Million, Three Hundred Thirty-Five Thousand, Sixty-Five and 88/100 Dollars (\$1,335,065.88) using ERF-2R funds. For the period of October 1, 2024, through July 30, 2026, in no event shall compensation paid for street outreach services performed at the Downtown and Blackstone Corridor encampment areas under this Agreement be in excess of Eight Hundred One Thousand, Eight Hundred Sixty-Four and 96/100 (\$801,864.96) using ERF-3R funds.

As compensation for all ERF funded services the Poverello House shall be entitled to monthly reimbursement of expenses submitting the 15th day after close of the preceding month through detailed statements and will be payable in the normal course

of City business for services performed and agreed upon in the Scope of Work and paid based on approved Budget details. Consultant will submit monthly invoice details with all required supporting documentation, to the satisfaction of the City, until all funds are fully expended by the Consultant or through the term of this agreement at which time any remaining funds are to be reallocated by the City.

Poverello House			
ERF-2R Emergency Shelter/Bridge Housing (90-beds)			
<u>Personnel</u>	June 1, 2023- June, 30 2024	July 1, 2024- June 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$11,375.00	\$9,500.00	\$20,875.00
Chief Operations Officer (.10 FTE)	\$10,832.90	\$8,600.00	\$19,432.90
Chief Financial Officer (.05 FTE)	\$11,265.00	\$9,400.00	\$20,665.00
Sr. Director of Shelter Services (.40 FTE)	\$34,668.40	\$31,000.00	\$65,668.40
Bridge Housing Director (1.0 FTE @ \$65,000)	\$70,408.00	\$64,000.00	\$134,408.00
Director of Facilities (.15 FTE)	\$9,462.00	\$7,736.00	\$17,198.00
Director of Mental Health Services (.30 FTE)	\$27,623.70	\$24,500.00	\$52,123.70
IT Coordinator (.10 FTE @ \$26.00/hour)	\$5,857.80	\$4,408.00	\$10,265.80
HR Coordinator (.20 FTE @ \$21.00/hour)	\$9,462.60	\$7,736.00	\$17,198.60
Finance Specialist (.75 FTE @ \$25.00/hour)	\$42,243.75	\$38,000.00	\$80,243.75
Shelter Coordinator (1.0 FTE @ \$23.00/hour)	\$51,819.00	\$46,840.00	\$98,659.00
Client Navigator (5.0 FTE @ \$20.00/hour)	\$225,300.00	\$207,000.00	\$432,300.00
Client Services Specialist (15.0 FTE @ \$18.00/hour)	\$608,310.00	\$558,600.00	\$1,166,910.00
Facilities Specialist (1.0 FTE @ \$18.00/hour)	\$40,554.00	\$36,440.00	\$76,994.00
Housing Stability Case Manager (3.0 FTE @ \$18/hour)	\$121,662.00	\$109,320.00	\$230,792.22
Security Specialist (6.0 FTE \$18/hour)	\$243,324.00	\$218,641.00	\$461,965.00

Anticipated Wage Increase (7%)		\$95,849.60	\$95,849.60
Benefits @ 20%	\$304,833.63	\$279,877.48	\$584,711.11
Taxes @ 8.65%	\$131,840.54	\$121,047.02	\$251,887.56
Total Personnel	\$1,960,842.32	\$1,910,710.69	\$3,839,147.64
Non-Personnel			
<u>Operating Costs</u>			
Program Supplies	\$104,000.00	\$91,000.00	\$195,000.00
Meal Services (3 X 118 X 365 X \$5)	\$592,950.00	\$641,050.00	\$1,234,000.00
Utilities	\$192,010.00	\$175,240.00	\$367,250.00
Linen Service	\$97,500.00	\$87,000.00	\$184,500.00
Laundry Services???	\$6,125.00	\$3,125.00	\$9,250.00
Office Supplies	\$4,550.00	\$3,200.00	\$7,750.00
Equipment/Technology (16 computers, copy machine, printer, radios)	\$33,900.00	\$5,500.00	\$39,400.00
Storage (C-Train X 2, \$6,000 each)	\$12,000.00	\$-	\$12,000.00
Communications (13 Cell phones/8 desk phones/Internet)	\$24,245.00	\$19,660.00	\$43,905.00
Fuel/Insurance/Maintenance Vehicles	\$32,500.00	\$28,000.00	\$60,500.00
Facilities Maintenance/Property Management	\$84,500.00	\$75,000.00	\$159,500.00
Total Non-Personnel	\$1,184,280.00	\$1,128,775.00	\$2,313,055.00
Direct Costs	\$3,145,122.32	\$3,007,080.32	\$6,152,202.64
Indirect Costs @ 5%	\$157,256.12	\$150,354.02	\$307,610.13

Total Direct and Indirect	\$3,302,378.44	\$3,157,434.34	\$6,459,812.78
Food Services Delivery Vehicle/Transport Vehicles	\$130,000.00	\$-	\$130,000.00
IT Infrastructure Costs	\$25,000.00		\$25,000.00
HMIS Licenses, Startup, Training & Fees	\$11,818.95	\$11,818.95	\$23,637.90
Total Other Costs	\$166,818.95	\$11,818.95	\$178,637.90
Grand Total	\$3,469,197.39	\$3,169,253.26	\$6,638,450.68

Poverello House		
ERF-3R Emergency Shelter-30 Beds (Clarion Hope Pointe)		
<u>Personnel</u>	October 1, 2024-July 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Operations Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Financial Officer (.07 FTE)	\$12,012.00	\$12,012.00
Sr. Director of Shelter Services (.20 FTE)	\$12,750.00	\$12,750.00
Bridge Housing Coordinator (1.0 FTE @ \$24.61/hour)	\$38,391.60	\$38,391.60
Director of Mental Health Services (.15 FTE)	\$10,687.50	\$10,687.50
Director of IT (.10 FTE @ \$30.00/hour)	\$4,680.00	\$4,680.00
Finance Specialist (.75 FTE @ \$27.00/hour)	\$31,590.00	\$31,590.00
Client Navigator (2.0 FTE @ \$21.40/hour)	\$66,768.00	\$66,768.00
Client Services Specialist (9.0 FTE @ \$19.26/hour)	\$270,410.40	\$270,410.40
Facilities Specialist (.30 FTE @ \$19.26/hour)	\$9,013.68	\$9,013.68
Housing Stability Case Manager (2.0 FTE @ \$19.26/hour)	\$60,831.00	\$60,831.00
Security Specialist (3.0 FTE @ \$19.00/hour)	\$88,920.00	\$88,920.00
Benefits @ 25%	\$155,713.55	\$155,713.55
Taxes @ 8.65%	\$53,876.89	\$53,876.89

Total Personnel	\$832,444.61	\$832,444.61
Non-Personnel		
<u>Operating Costs</u>	\$13,500.00	\$13,500.00
Program Supplies	\$147,825.00	\$147,825.00
Meal Services (3 X 30 X 365 X \$6)	\$37,500.00	\$37,500.00
Utilities	\$27,000.00	\$27,000.00
Linen Service	\$3,600.00	\$3,600.00
Office Supplies	\$16,950.00	\$16,950.00
Equipment/Technology (7 computers, copy machine, printer, radios)	\$4,500.00	\$4,500.00
Storage (C-Train, \$6,000 each)	\$11,970.00	\$11,970.00
Communications (5 Cell phones/3 desk phones/Internet)	\$6,300.00	\$6,300.00
Fuel/Insurance/Maintenance Vehicles	\$22,500.00	\$22,500.00
Facilities Maintenance/Property Management	\$5,625.00	\$5,625.00
Office Furniture	\$4,014.00	\$4,014.00
HMIS Licenses/Startup/Training	\$13,500.00	\$13,500.00
Total Non-Personnel	\$301,284.00	\$301,284.00
Direct Costs	\$1,133,728.61	\$1,133,728.61
Indirect Costs @ 5%	\$56,686.43	\$56,686.43
Total Direct and Indirect	\$1,190,415.04	\$1,190,415.04
Transport Vehicle	\$9,000.00	\$9,000.00
Grand Total	\$1,199,415.04	\$1,199,415.04

Poverello House	
ERF-2R Village of Hope	
	June 1, 2024-June 30, 2025
<i>Personnel</i>	
Chief Programs Officer (.05 FTE)	\$7,000.00
Chief Operations Officer (.05 FTE)	\$6,800.00
Chief Financial Officer (.05 FTE)	\$7,200.00
Senior Director of Shelter Services (.30 FTE)	\$26,000.00
Director of Facilities (.10 FTE)	\$7,824.00
Director of Mental Health Services (.15 FTE)	\$14,750.00
IT Coordinator (.10 FTE @ \$26.00/hour)	\$5,504.53
Finance Specialist (.25 FTE @ \$25.00/hour)	\$13,000.00
Shelter Coordinator (1.0 FTE @ \$23.00/hour)	\$47,840.00
Client Navigator (4.0 FTE @ \$20.00/hour)	\$166,400.00
Client Services Specialist (9.0 FTE @ \$18.00/hour)	\$336,960.00
Housing Stability Case Manager (2.0 FTE @ \$18/hr.)	\$74,880.00
<i>Benefits @ 20%</i>	\$142,831.71
<i>Taxes @ 8.65%</i>	\$61,774.71
<i>Total Personnel</i>	\$918,764.95
<i>Non-Personnel</i>	
<i>Operating Costs</i>	
Program Supplies	\$24,000.00
Communications (Phone line/internet/cell phones)	\$16,000.00
Office Supplies/Furniture	\$2,400.00
Utilities	\$24,000.00
Travel (200 miles monthly X .585 per mile X 12 months) + Fuel	\$2,457.00
Copy Machine Lease (\$500/month)	\$6,000.00
Meal Services (\$5.00/meal)	\$418,164.00
Laundry Services (\$3.50/load, dry, fold, deliver)	\$22,750.00
<i>Total Non-Personnel</i>	\$515,771.00
<i>Direct Costs</i>	\$1,434,535.95
<i>Indirect Costs @ 5%</i>	\$71,726.80

<i>Total Direct and Indirect</i>	\$1,506,262.75
<i>Other Costs/Ongoing Costs</i>	
HMIS Licenses	\$14,546.40
Contracted Security Services (Poverello House)	\$120,000.00
Village of Hope Master Lease	\$144,000.00
<i>Total Other Costs</i>	\$278,546.40
<i>Grand Total</i>	\$1,806,809.15

Poverello House			
ERF-2R Outreach & Mental Health Services			
<i>Personnel</i>	June 1, 2023-June, 30 2024	July 1, 2024- June 30, 2025	Total
Sr. Director of Outreach Services (.15 FTE)	\$13,812.45	\$18,700.00	\$32,512.45
Outreach Coordinator (.25 FTE @ \$23.00/hour)	\$12,954.75	\$16,303.55	\$29,258.30
Encampment Area Street Navigation Specialist (6.0 FTE @ \$19.00/hour)	\$256,842.00	\$273,440.40	\$530,282.40
Director of Mental Health Services (.15 FTE)	\$4,221.93	\$4,221.93	\$8,443.86
Street Clinician (1.0 FTE @ \$100,000)	\$108,333.00	\$107,000.00	\$215,333.00
<i>Benefits @ 20%</i>	\$79,323.83	\$83,933.18	\$163,166.00
<i>Taxes @ 8.65%</i>	\$34,268.20	\$36,301.10	\$70,569.30
<i>Total Personnel</i>	\$509,665.15	\$539,900.15	\$1,049,565.31
<i>Non-Personnel</i>			
<i>Operating Costs</i>			
Program Supplies	\$13,000.00	\$12,000.00	\$25,000.00
Office Supplies	\$1,950.00	\$1,800.00	\$3,750.00
Equipment/Technology (6 computers, radios)	\$10,000.00	\$-	\$10,000.00

Communications (6 Cell phones/2 desk phones/Internet)	\$4,420.00	\$4,080.00	\$8,500.00
Fuel/Insurance/Maintenance Vehicles	\$26,000.00	\$24,000.00	\$50,000.00
Total Non-Personnel	\$55,370.00	\$41,880.00	\$97,250.00
Direct Costs	\$577,373.36	\$600,406.19	\$1,146,815.31
Indirect Costs @ 5%	\$28,251.76	\$29,089.01	\$57,340.77
Total Direct and Indirect	\$606,242.03	\$630,426.50	\$1,204,156.07
Outreach Vehicles (3 Vehicles)	\$120,000.00	\$-	\$120,000.00
HMIS Licenses	\$5,454.90	\$5,454.90	\$10,909.80
Total Other Costs	\$125,454.90	\$5,454.90	\$130,909.80
Grand Total	\$731,696.93	\$635,881.40	\$1,335,065.88

Poverello House		
ERF-3R Outreach & Mental Health Services		
<u>Personnel</u>	October 1, 2024-July 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Operations Officer (.05 FTE)	\$4,200.00	\$4,200.00
Sr. Director of Outreach Services (.25 FTE)	\$16,875.00	\$16,875.00
Outreach Coordinator (.35 FTE @ \$24.61/hour)	\$13,437.06	\$13,437.06
Encampment Area Street Navigation Specialist (8.0 FTE @ \$20.50/hour)	\$255,840.00	\$255,840.00
Director of Mental Health Services (.15 FTE)	\$10,359.34	\$10,359.34
Licensed Street Clinician (1.0 FTE @ \$114,490)	\$-	\$-
Licensed Social Worker (1.0 FTE @ \$100,000)	\$75,000.00	\$75,000.00
Licensed AOD Counselor (1.0 FTE @ \$75,000)		\$56,250.00

	\$56,250.00	
Unlicensed Street Clinician (1.0 FTE @ \$75,000)	\$56,250.00	\$56,250.00
Benefits @ 25%	\$124,152.85	\$124,152.85
Taxes @ 8.65%	\$42,956.89	\$42,956.89
Total Personnel	\$663,721.13	\$663,721.13
Non-Personnel		
<u>Operating Costs</u>		
Program Supplies	\$24,000.00	\$24,000.00
Office Supplies	\$1,800.00	\$1,800.00
Equipment/Technology (5 computers, radios)	\$11,250.00	\$11,250.00
Communications (6 Cell phones/Internet)	\$9,240.00	\$9,240.00
Fuel/Insurance/Maintenance Vehicles	\$18,000.00	\$18,000.00
HMIS Licenses/Startup/Training/	\$10,704.00	\$10,704.00
Office Rent	\$24,000.00	\$24,000.00
Total Non-Personnel	\$98,994.00	\$98,994.00
Direct Costs	\$983,955.51	\$983,955.51
Indirect Costs @ 5%	\$49,197.78	\$49,197.78
Total Direct and Indirect	\$774,864.96	\$774,864.96

Outreach Vehicles (3 Vehicles)	\$27,000.00	\$27,000.00
Grand Total	\$801,864.96	\$801,864.96

SECOND AMENDMENT TO SERVICE AGREEMENT

THIS SECOND AMENDMENT TO SERVICE AGREEMENT (Amendment) entered into effective upon execution by both parties (the Effective Date), amends the Service Agreement (Agreement) between the CITY OF FRESNO (the City), and Poverello House (Service Provider), entered into on June 1, 2023, to provide funding to operate the emergency shelter and professional triage center support services for unhoused individuals at The Clarion Pointe located 4061 N. Blackstone Avenue, Fresno, CA 93726 (Clarion Pointe).

RECITALS

- A. Pursuant to the Agreement, the City provided funding to the Service Provider for emergency shelter and professional triage center support services for unhoused individuals at the Clarion Pointe funded through the HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) program for a total fee of \$2,799,997.48 effective through May 31, 2024.
- B. On September 28, 2023, the City and Service Provider entered into a First Amendment to revise the scope of work, to reduce the number of shelter beds, and to reduce funding by \$1,039,909.29 for a total fee of \$1,760,088.19.
- C. Pursuant to the First Amendment, both HHAP and Encampment Resolution Fund Round 2 (ERF-2) funds were authorized up to \$1,760,088.19, of which \$1,280,770.45 in HHAP funding and \$479,317.74 of ERF-2 funding was spent.
- D. The City and Service Provider now desire to extend the term of the Agreement to May 31, 2025, and to increase HHAP funding by \$1,319,019.24 for a total award of \$3,079,107.43.

AGREEMENT

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

- 1. The term of the Agreement is extended up to and including May 31, 2025.
- 2. The Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be increased by \$1,319,019.24 and shall be paid using HHAP funds for a total fee of \$3,079,107.43.
- 3. 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.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider dated June 1, 2023, 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

DocuSigned by:
By: *Georgeanne A. White* 7/2/2024
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:
By: *Tricia Herrera* 4/26/2024
Tricia Herrera Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:
By: *Bernard Caney* 7/3/2024
F9ABC6856CCF424... Date
Deputy

Poverello House.,
a California non-profit organization

DocuSigned by:
By: *Zachary Darrah*
50C58CFE9AC946B...
Name: Zachary Darrah

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

By: _____

Name: _____

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

Attachments:

1. First Amendment Agreement with Poverello House

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on July 1, 2025 (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, the City and the Service Provider entered into an Agreement dated September 28, 2023, (Agreement), for the provision of 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 (collectively, the Project), funded through the **ENCAMPMENT RESOLUTION FUNDING – ROUND 2 REMAINDER (ERF-2R)**, for a total fee of \$9,780,325.71; and

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

WHEREAS, the City and the Service Provider entered into a second amendment to authorize an advance payment of 25% (not to exceed \$500,320.00) of the ERF-3R funding (Advance) to support startup costs associated with the operation of 30 emergency shelter beds at Clarion Pointe and expanded Street Outreach services; and

WHEREAS, the City and the Service Provider now desire to enter into a third amendment to extend the current ERF-2 Service Agreement through September 30, 2025; and reallocate \$178,000 from ERF-2 Outreach Services to ERF-2 Clarion Pointe emergency shelter operations to support continued shelter and outreach services.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which 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. The total fee as referenced in Exhibit B to the First Amendment to Agreement shall remain unchanged and shall not to exceed \$11,781,605.71, comprised of \$9,780,325.71 in ERF-2R funds and \$2,001,280.00 in ERF-3R funds.

2. The previously established funding of \$1,199,415.04 for the operation of 30 emergency shelter beds at the Clarion Pointe, supported through ERF-3R, shall remain in effect.

3. The previously established funding of \$801,864.96 for the expansion of Street Outreach services to include the Blackstone Corridor (Barstow Avenue to Shields Avenue) shall remain in effect.

4. The ERF-2 Street Outreach budget shall be reduced from \$1,246,301.30 to \$1,067,801.30. To support emergency shelter operations, the aforementioned Street Outreach reduction amount of \$178,500.00 shall be reallocated to the ERF-2 Clarion Pointe emergency shelter budget. The reallocation results in an increased total shelter operation budget of \$6,814,652.77.

5. Any income generated by the Service Provider, including interest accrued from the Advance, using ERF-2R or ERF-3R (ERF) funds governed by this Agreement shall be treated as ERF program income. All such income, as defined in 24 CFR 570.500(a)) shall be retained by the Service Provider during the term of this Agreement. Use of ERF program income shall be restricted to activities outlined in the Scope of Work and shall remain subject to the terms of this Agreement.

6. The 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.

7. 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 fifteenth (15th) calendar day following the end of each calendar month. Additionally, an annual income and expense report shall be submitted in the same approved format within forty-five (45) days after the end of each calendar year. 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.

8. 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 City shall have no obligation to reimburse any expense that is not supported by a detailed invoice and the corresponding documentation.

9. This Amendment shall be incorporated into and governed by the terms and conditions of the Agreement. Except as expressly modified herein, all other provisions of the Agreement shall remain in full force and effect. In the event any conflict between the terms of this Amendment and the Agreement, the terms in this Amendment shall prevail. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.

[Signatures follow on the next page.]

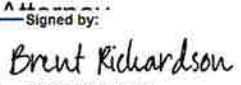
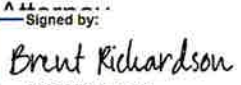
IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno,

California, the day, and year first above written.

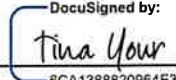
CITY OF FRESNO,
A California municipal corporation

By:  6/4/2025
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ

City:  4/18/2025
By:  Brent Richardson Date
Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By:  6/4/2025
Deputy Date

Poverello House,
a California non profit corporation

By:  4/18/2025
Zachary Darrah
Name: _____
Chief Executive officer
Title: _____
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

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

Attachments:

1. Agreement with Poverello House
2. First Amendment Agreement with Poverello House
3. Second Amendment Agreement with Poverello House

Exhibit C

DISCLOSURE OF CONFLICT OF INTEREST

[Project Title]
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: _____
N/A

☐ Additional page(s) attached.

Signed by: _____
Zachary Darrah
5CC5CCFE9AC64CB...
Signature
4/18/2025
Date
Zachary Darrah
(name)
Poverello House
(company)
412 F Street
(address)
Fresno, CA 93706
(city state zip)

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT is made and entered into, effective on September 28, 2023, by and between the CITY OF FRESNO, a California municipal corporation (City), and POVERELLO HOUSE, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, City desires to obtain 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); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as emergency shelter and 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 City by its Planning & Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises 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 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. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to extension of no more than 12 months or 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**.
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 \$9,780,325.71, 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 monthly for services performed in the preceding month and will be payable in the normal course of City business,

generally within 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 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 Property in Service Provider's 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. At City's election (to be exercised by 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 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 a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of 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 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.
- (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 City any and all unearned payments and all properties and materials in the possession of Service Provider that are owned by 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, 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 City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.
- (e) Service Provider shall provide 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 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) 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, Service Provider shall pay for and maintain in full force and effect all insurance as required in Exhibit B, 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

City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to 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, Service Provider or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Service Provider shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by 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 Service Provider shall not be deemed to release or diminish the liability of Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify 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 Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Service Provider, its principals, officers, agents, employees, or persons under the supervision of 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 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 C. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify 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 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 City of these facts in writing.

- (c) 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 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event 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 City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact 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 City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of 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 City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of seven 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 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 City, Service Provider shall have provided evidence to 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 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 City for any purpose. 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, 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 City. Service Provider shall have no authority to bind City absent 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 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 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 City employment benefits, entitlements, programs and/or funds offered employees of 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 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 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 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 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 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 City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

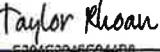
IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

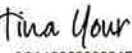
DocuSigned by:

By: _____ 10/3/2023
4B50C03BA374430
Georgeanne A. White, City Manager
City Manager's Office

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

DocuSigned by:

By: _____ 8/31/2023
C304C3346624486
Taylor W. Rhoan
Deputy City Attorney

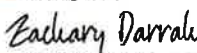
ATTEST:
TODD STERMER, CMC
City Clerk

DocuSigned by:

By: _____ 10/3/2023
6CA1388820954E3
Deputy

Addresses:

CITY:
City of Fresno
Attention: Joe Pasillas, Housing and
Neighborhood Revitalization Manager
2600 Fresno Street, CH3N
Fresno, CA 93721
Phone: (559) 621-8053
FAX: (559) [#]

POVERELLO HOUSE,
a California non-profit organization

DocuSigned by:

By: _____
50C5566FE9A6648B
Name: Zachary Darrah

Title: CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____
Name: _____

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

Service Provider:
Poverello House
Attention: Zachary D. Darrah, Chief
Executive Officer
412 F Street
Fresno, CA 93706
Phone: 559-498-6988 ex. 110
FAX: (559) 485-6548

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Poverello House** **Encampment Resolution Services**

Interim shelter services at Clarion Pointe (Hope Pointe) will include the following:

- Shelter management staff and oversight
- 65 emergency shelter beds and 25 bridge housing beds in the first 13 months of operation. All beds will transition to bridge housing after June 30, 2024.
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time clinicians and one contracted clinician to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 5 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe
- 15 Client Services Specialists (24-hour staff)
- 6 Poverello House Staff Security (24-hour security, Poverello House employees)
- 3 Housing Stability Case Managers (Additional case management once housed)
- 3 meals a day
- Linen service
- 2 C-trains for client storage
- Office supplies, IT, and facilities management

Interim Shelter services at Village of Hope will include the following:

- Shelter management staff and oversight
- 65 emergency shelter beds beginning July 1, 2024. Overall staffing pattern will shift in Year 2 of the agreement, to incorporate the additional shelter beds and service location.
- 4 Client Navigators that will create a supportive service and housing plan for residents at Village of Hope
- 9 Client Services Specialists (24-hour staff)
- 24-hour security services
- 2 Housing Stability Case Managers (Additional case management once housed).
- 3 meals a day
- Linen service

- Office Supplies and IT services

All emergency shelter services at Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of Poverello House's Interim Housing programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.
- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.
- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.
- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.

- The housed client can still access all services at Poverello House, including MAP Point, The Enrichment Center and other supportive services to ensure their success in housing.
- The target length of stay for emergency shelter beds will be 90 days and 180 days for bridge housing beds. Due to the housing shortages in the community, Poverello House may approve one 30-day extension, for a total of 120 days for emergency shelter beds or a total of 210 days for bridge housing beds, with written notification to the City within seven (7) days of extension approval.

Street Outreach and Navigation services will include the following:

- Outreach coordination staff and oversight
- 6 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing.
- 1 Street Clinician that will provide direct, clinical-based, mental health services on the street for clients in the designated encampment area. When additional mental health services are needed, the mental health clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 3 dedicated Outreach and Mental Health services vehicles.

Street Outreach and Navigation services are intended to engage with all unsheltered individuals residing in the designated Encampment Area and provide quick access to services and resources to resolve their episodes of homelessness. The HOPE Outreach Team will have daily contact with unsheltered individuals in the Encampment Area, providing individuals with immediate access to mental health services and medical care. All team members have and are trained in administering Narcan. The HOPE Outreach Team Street Navigators will provide street navigation for those not able to immediately access shelter. Below is an outline of Poverello House's Street Outreach and Navigation programs:

- The ERF - HOPE Outreach team will make initial contact with residents in the encampment area.
- Outreach staff will administer an initial screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- Diversion will be practiced throughout the entire process.
- Those encountered will then be linked to an emergency shelter or a street navigator. Street navigators will confirm documents needed for housing including identification, social security cards, birth certificates, and other supportive documents.
- Clients awaiting or ineligible for shelter will receive Street Navigation services weekly through the HOPE Outreach Team.
- Once a housing plan is established and documentation is secured, a match form will be submitted to the CES Community Housing Matcher.

- Once a client accepts a match, the navigator will work with the housing provider to secure housing.
- Poverello House will provide three meals daily to those continuing to reside on the streets, as well as access to shower and laundry services, bathrooms, WiFi, and charging stations. Poverello House will also provide unhoused individuals in the Encampment Area with a day center in cold or hot weather.
- Throughout the process, the client's data will be entered into the HMIS to track all engagements and progress.

Goals/Outcome for 90 Interim Shelter beds at Clarion Pointe (Hope Pointe):

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 244 unique individuals will be served.
- A minimum of 146 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 58 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 52 clients will maintain stability through housing stability case manager (90% will remain housed 12 months after exiting to permanent housing).
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.
- 60% of those exiting to permanent destinations from bridge housing services will do so within 180 days of program entry.

Goals/Outcomes for 65 Interim Shelter beds at Village of Hope:

- Achieve full capacity within 60 days of July 1, 2024
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 176 unique individuals will be served.
- A minimum of 106 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 40 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 159 clients will maintain stability through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing)
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.

Goals/Outcomes for Street Outreach and Navigation Services:

- A minimum of 1600 contacts with unique individuals within the Encampment Area.

- A minimum of 880 unique individuals will be served.
- A minimum of 420 clients exiting the program will achieve safe exits as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 42 of those exiting will exit to permanent housing situations, as measured in HMIS.
- A minimum of 33 clients will maintain stability through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing).
- A minimum of 100 individuals will receive linkages to the Poverello House's Enrichment Center or the Fresno County Dept. of Behavioral Health's Wellness Center for mental health services.

Maintenance and Repair: Service Provider 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 Service Manager in accordance with the then-current Budget approved by City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without City'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 Service Provider shall give City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider 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, or boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 1(a).

Service Contracts: Service Provider 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 City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or City 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.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

EXHIBIT B**BUDGET****Service Agreement between City of Fresno
and Poverello House****Encampment Resolution Services**

Encampment Resolution Services 25-Month Budget	
<i>Personnel</i>	Total Cost
Chief Programs Officer (Year 1 – 0.10 FTE; Year 2 – 0.15 FTE)	\$ 26,875.00
Chief Operations Officer (Year 1 – 0.10 FTE; Year 2 – 0.15 FTE)	\$ 25,232.90
Chief Financial Officer (Year 1 – 0.05 FTE; Year 2 – 0.10 FTE)	\$ 26,865.00
Senior Director of Shelter Services (Year 1 – 0.40 FTE; Year 2 – 0.70 FTE)	\$ 90,668.40
Bridge Housing Director (1.0 FTE)	\$ 135,408.00
Director of Facilities (Year 1 – 0.15 FTE; Year 2 – 0.25 FTE)	\$ 24,022.00
Director of Mental Health Services (Year 1 – 0.30 FTE; Year 2 – 0.45 FTE)	\$ 65,873.70
IT Coordinator (Year 1 – 0.10 FTE; Year 2 – 0.20 FTE)	\$ 16,673.80
Finance Specialist (1.0 FTE)	\$ 94,243.75
HR Coordinator (0.20 FTE)	\$ 18,198.60
Bridge Shelter Coordinator (1.0 FTE)	\$ 99,659.00
Client Navigator (5.0 FTE)	\$ 433,300.00
Client Services Specialist (15.0 FTE)	\$ 1,169,910.00
Facilities Specialist (1.0 FTE)	\$ 77,994.00
Housing Stability Case Manager (3.0 FTE)	\$ 233,982.00
Security Specialist (6.0 FTE)	\$ 467,964.00
Village of Hope Shelter Coordinator (Year 2 – 1.0 FTE)	\$ 47,840.00
Village of Hope Client Navigator (Year 2 – 4.0 FTE)	\$ 166,400.00
Village of Hope Client Services Specialist (Year 2 – 9.0 FTE)	\$ 336,960.00
Village of Hope Housing Stability Case Mgr. (Year 2 – 2.0 FTE)	\$ 74,880.00
Sr. Director of Outreach Services (0.15 FTE)	\$ 32,512.45
Outreach Coordinator (0.25 FTE)	\$ 29,258.30
Encampment Area Street Navigation Specialist (6.0 FTE)	\$ 530,282.40
Street Clinician (1.0 FTE)	\$ 215,333.00
Year 2 Salary Increases	\$ 95,849.60
Benefits @ 20%	\$ 898,140.99
Taxes @ 8.65%	\$ 388,445.98

Total Personnel	\$5,822,772.87
<u>Non-Personnel</u>	
<u>Operating Costs</u>	
Program Supplies	\$ 249,000.00
Meal Services (3 meals per day, \$5 per meal)	\$ 1,622,250.00
Utilities	\$ 393,250.00
Linen/Laundry Service	\$ 222,500.00
Office Supplies	\$ 14,900.00
Equipment/Technology (computers, copy machine, printer, radios)	\$ 56,400.00
Storage (C-Train X 2, \$6,000 each)	\$ 12,000.00
Communications (cell phones, desk phones, internet)	\$ 71,405.00
Fuel/Insurance/Vehicle Maintenance/Travel Costs	\$ 114,957.00
Facilities Maintenance/Property Management	\$ 162,500.00
Village of Hope Master Lease	\$ 144,000.00
Village of Hope Security Services	\$ 120,000.00
Vehicle Purchase – Food Services Delivery Van	\$ 50,000.00
Vehicle Purchase – Transport	\$ 80,000.00
Vehicle Purchase – Outreach/MH Services	\$ 120,000.00
IT Infrastructure – Clarion Motel (Hope Pointe)	\$ 25,000.00
HMIS Licenses, Startup, Training & Fees	\$ 49,094.10
Total Non-Personnel	\$ 3,507,256.10
Total Direct Costs	\$9,330,028.97
Indirect Costs (Maximum of 5%)	\$ 450,296.74
Total Direct and Indirect	\$ 9,780,325.71
Grand Total	\$ 9,780,325.71

EXHIBIT C

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and Poverello House (Service Provider)** **Encampment Resolution Services**

MINIMUM SCOPE OF INSURANCE

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 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 (Abuse & Molestation) Insurance that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. This coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal 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. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) SERVICE PROVIDER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or 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. SERVICE PROVIDER shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 10 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
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. SERVICE PROVIDER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status 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.

The Workers' Compensation insurance policy is to 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.

If the Professional Liability (Abuse & Molestration) 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.

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.

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

The fact that insurance is obtained by SERVICE PROVIDER shall not be deemed to release or diminish the liability of SERVICE PROVIDER, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by SERVICE PROVIDER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of SERVICE PROVIDER, its principals, officers, agents, employees, persons under the supervision of SERVICE PROVIDER, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

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.

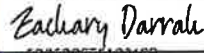
SUBCONTRACTORS - If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification 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 it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
Encampment Resolution Services

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
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?	☐	☒
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?	☐	☒
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?	☐	☒
* If the answer to any question is yes, please explain in full below.			

Explanation: N/A

☐ Additional page(s) attached.

DocuSigned by:

 Signature
 8/31/2023
 Date
 Zachary Darrah
 Name
 Poverello House
 Company
 412 F Street
 Address
 Fresno, CA 93706
 City, State, Zip

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) is made and entered into effective upon execution by both parties on October 10, 2024 (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 desire to enter into a First Amendment to the Agreement to 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. The Service Provider's compensation for all services will increase by \$2,001,280.00 funded with **ENCAMPMENT RESOLUTION FUNDING – ROUND 3 REMAINDER (ERF-3R)** grant funds for a total fee of \$11,781,605.71.

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 Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement is hereby increased by \$2,001,280.00 paid with ERF-3R funds. The increased compensation amount is hereby added to the original compensation amount of \$9,780,325.71 paid with ERF-2R funds for an increased total compensation amount of \$11,781,605.71.
2. The number of ERF funded interim shelter beds at Clarion Pointe shall be increased by 30 interim shelter beds for a total of 120 interim shelter beds. Additionally, the operation of 30 interim shelter beds is hereby extended through July 30, 2025.
3. Street outreach services are expanded from the Downtown Encampment area to include outreach services in the Blackstone Corridor located between Barstow Avenue and Shields Avenue. The aforementioned street outreach services are hereby extended through July 30, 2025.
4. Exhibit A is deleted in its entirety and shall be replaced with the "Revised Exhibit A" attached hereto and incorporated herein.

5. Exhibit B is deleted in its entirety and shall be replaced with the "Revised Exhibit B" attached hereto and incorporated herein.

6. In the event of any conflict between the body of this First Amendment and the Agreement, the terms, and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Agreement. Furthermore, any terms or conditions contained within the Agreement which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

[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:  10/14/2024
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/9/2024
Brent Richardson Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By:  10/14/2024
Deputy Date

Poverello House,
a California non-profit corporation

By: 
Zachary Darrah
Name: _____
Title: Chief Executive Officer
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

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

Attachments:

1. Agreement with Poverello House
2. Revised Exhibit A – Scope of Services
3. Revised Exhibit B – Schedule of Fees and Expenses

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between City of Fresno** **and Poverello House** Encampment Resolution Services

Interim shelter services at Clarion Pointe (Hope Pointe) will include the following:

- 65 Emergency Shelter Beds and 25 Bridge Housing Beds funded by ERF-2R from June 14, 2023 through July 30, 2024
- 10 Emergency Shelter beds and 80 Bridge Housing beds funded by ERF-2R from August 1, 2024 through June 30, 2025
- 30 Emergency Shelter Beds at Clarion Hope Pointe funded by ERF-3R from October 1, 2024 through July 30, 2025
- Shelter Management Staff and Oversight
- Linkage to onsite mental health services provided by the Enrichment Center. The Enrichment Center is operated by Poverello House and employs three full-time licensed clinicians and one contracted licensed clinician that are registered with the Board of Behavioral Sciences (BBS) to provide one-on-one and group therapy services for clients. When additional mental health services are needed, the clinician will refer the client to the Department of Behavioral Health. If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov.
- 5 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe supporting the original 90-shelter beds
- 2 Client navigators that will create a supportive service and housing plan for residents at Hope Pointe supporting the additional 30-shelter beds
- 15 Client Services Specialists (24-hour staff) supporting the original 90-shelter beds
- 9 Client Services Specialists (24-hour staff) supporting the additional 30-shelter beds
- 6 Poverello House Staff Security (24-hour security, Poverello House employees)
- 3 Housing Stability Case Managers (Additional case management once housed) supporting the original 90-shelter beds
- 2 Housing Stability Case Managers (Additional case management once housed) supporting the additional 30-shelter beds
- 3 meals a day for all shelter beds
- Linen service for all shelter residents
- 3 C-trains for client storage
- Office supplies, IT, and facilities management

Interim Shelter services at Village of Hope will include the following:

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- Shelter management staff and oversight
- 65 emergency shelter beds beginning June 1, 2024, through June 30, 2025.
- 4 Client Navigators that will create a supportive service and housing plan for residents at Village of Hope
- 9 Client Services Specialists (24-hour staff)
- 24-hour security services
- 2 Housing Stability Case Managers (Additional case management once housed.
- 3 meals a day
- Linen service
- Office Supplies and IT services

All shelter services provided by Poverello House are part of the community's coordinated entry system. All client data is entered into the Homeless Information System (HMIS). Below is an outline of the ERF Interim Housing programs:

- All access sites and self-referrals can refer clients to Poverello House's emergency shelters.
- An Intake Specialist will administer the pre-screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- During the initial pre-screening process, Diversion will be practiced. This would include utilizing the client's existing resources, such as family reunification, linkages to friends, and possible safe sleeping environments. Identifying emergency needs and Diversion occurs in the pre-screening process.
- If Diversion has been exhausted or is inappropriate, the intake process begins for the shelter beds. An intake process will include the universal data elements (Gender, race, length to homelessness, age and veteran status) from the client.
- Once assigned a shelter bed, an appointment will be set up within 24 hours with a case manager.
- At this point, the client's data will be entered into HMIS.
- The case manager will meet with the client and create an action plan to address immediate emergency needs, potential supportive services and a housing plan.
- Once emergency needs are identified, the case manager will work on a housing plan that may include administering the VI-SPDAT to the client.
- The case manager will have weekly meetings with clients to implement supportive service plans and housing goals.
- The case manager provides and will leverage community resources for transportation, documentation, and other supportive services.
- Clients will have access to meals, showers, laundry service, and mental health services.
- The case manager will work on increasing income and identifying any barriers to housing.

- Once a housing plan is set and the basic documentation is secured, a match form is submitted to the community housing matcher.
- Once the match form has been submitted and a housing program has been identified and accepted, the case manager will assist the client in securing potential housing through apartment searches and other viable housing options.
- Once housed the case manager will follow-up with the client at least once per month to ensure the client's housing is secure and provide support if they need additional services.
- The housed client can still access all services at Poverello House, including MAP Point, The Enrichment Center and other supportive services to ensure their success in housing.
- The target length of stay for emergency shelter beds will be 90 days and 180 days for bridge housing beds. Due to the housing shortages in the community, Poverello House may approve one 30-day extension, for a total of 120 days for emergency shelter beds or a total of 210 days for bridge housing beds, with written notification to the City within seven (7) days of extension approval.

Street Outreach and Navigation services will include the following:

- Outreach coordination staff and oversight
- 1 Senior Director of Navigation Services that will provide oversight to the navigators and housing stability case managers. Services provided from October 1, 2024, through July 30, 2025.
- 6 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing from June 14, 2023, through June 30, 2025.
- 8 Encampment Area Street Navigation Specialists that will perform navigation services to clients that are unable or ineligible to access shelter or bridge housing from October 1, 2024, through July 30, 2025.
- 1 Street Clinician that will provide direct, clinical-based, mental health services on the street for clients in the designated encampment area. When additional mental health services are needed, the mental health clinician will refer the client to the Department of Behavioral Health (DBH). If a client has Severe Mental Health Illness (SMI) the clinician will submit a MHSA FSP referral form to Urgent Care Wellness Center by contacting 559-600-9171 or by emailing UCWCAccess@fresnocountyca.gov. Street Clinician to provide services from June 14, 2024 through July 30, 2025.
- 1 Associate Marriage and Family Therapist (AMFT) Street Clinician will provide clinical-based, mental health services to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.
- 1 Licensed Social Worker will provide mental health services and case management support to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.

- 1 Licensed Alcohol and Other Drugs Counselor will provide addiction services to unhoused individuals in the encampment area. Services provided from October 1, 2024, through July 30, 2025.
- 6 dedicated Outreach and Mental Health services vehicles.

Street Outreach and Navigation services are intended to engage with all unsheltered individuals residing in the designated Encampment Area and provide quick access to services and resources to resolve their episodes of homelessness. The HOPE Outreach Team will have daily contact with unsheltered individuals in the Encampment Area, providing individuals with immediate access to mental health services and medical care. All team members have and are trained in administering Narcan. The HOPE Outreach Team Street Navigators will provide street navigation for those not able to immediately access shelter. Below is an outline of Poverello House's Street Outreach and Navigation programs:

- The ERF - HOPE Outreach team will make initial contact with residents in the encampment area.
- Outreach staff will administer an initial screening tool to identify immediate emergency needs such as medical attention, mental health, and shelter.
- Diversion will be practiced throughout the entire process.
- Those encountered will then be linked to an emergency shelter or a street navigator. Street navigators will confirm documents needed for housing including identification, social security cards, birth certificates, and other supportive documents.
- Clients awaiting or ineligible for shelter will receive Street Navigation services weekly through the HOPE Outreach Team.
- Once a housing plan is established and documentation is secured, a match form will be submitted to the CES Community Housing Matcher.
- Once a client accepts a match, the navigator will work with the housing provider to secure housing.
- Poverello House will provide three meals daily to those continuing to reside on the streets, as well as access to shower and laundry services, bathrooms, WiFi, and charging stations. Poverello House will also provide unhoused individuals in the Encampment Area with a day center in cold or hot weather.
- Throughout the process, the client's data will be entered into the HMIS to track all engagements and progress.

Goals/Outcomes for 90 Interim Shelter beds at Clarion Pointe (80 bridge beds, 10 emergency shelter beds) ERF-2R:

- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 244 unique individuals will be served annually.
- A minimum of 146 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 58 of those exiting will exit to permanent housing situations annually, as measured in HMIS.

- A minimum of 52 clients will maintain stability through housing stability case manager annually (90% will remain housed 12 months after exiting to permanent housing).
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Goals/Outcomes for 30 Emergency Shelter beds at Clarion Pointe (Hope Pointe) ERF-3R:

- Achieve full capacity within 60 days of contract execution.
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 73 unique individuals will be served annually.
- A minimum of 58 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 43 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 39 clients will maintain stability through housing stability case manager annually (90% will remain housed 12 months after exiting to permanent housing).
- 60% of those exiting to permanent destinations will do so within 180 days of program entry.

Goals/Outcomes for 65 Interim Shelter beds at Village of Hope:

- Achieve full capacity within 60 days of July 1, 2024 through June 30, 2025
- Maintain a 90% bed utilization rate, as measured in HMIS.
- A minimum of 176 unique individuals will be served annually.
- A minimum of 106 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 40 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 159 clients will maintain stability annually through housing stability case manager (80% will remain housed 6 months after exiting to permanent housing)
- 30% of those exiting to permanent destinations from emergency shelter services will do so within 90 days of program entry.

Goals/Outcomes for Client Services

- Licensed Street Clinician –
 - Serve 120 unique of clients annually
 - Complete one meeting per week of meetings per clients weekly
 - Refer 40 of clients to DBH

- Associate Marriage and Family Therapist (AMFT) Street Clinician
 - Serve 120 of clients annually
 - Complete one per week of meetings per clients weekly
 - Refer 40 of clients to DBH
- Licensed Social Worker
 - Serve 96 of clients annually
 - Host 1 of meetings weekly
- Certified AOD Counselor
 - Serve 96 of clients annually
 - Host 2 of meetings weekly

Goals/Outcomes for Street Outreach and Navigation Services:

- A minimum of 1600 contacts with unique individuals within the Encampment Area annually.
- A minimum of 880 unique individuals will be served annually.
- A minimum of 420 clients exiting the program will achieve safe exits annually as measured in HMIS, including all positive temporary exit destinations except for places not meant for human habitation, or instances where client exit destination was not identified.
- A minimum of 42 of those exiting will exit to permanent housing situations annually, as measured in HMIS.
- A minimum of 33 clients will maintain stability through housing stability case manager annually (80% will remain housed 6 months after exiting to permanent housing).
- A minimum of 100 individuals will receive linkages to the Poverello House's Enrichment Center or the Fresno County Dept. of Behavioral Health's Wellness Center for mental health services annually.

Maintenance and Repair: Service Provider 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 Service Manager in accordance with the then-current Budget approved by City and with funds received as part of the maintenance budgeted line-item. Service Provider may make expenditures or enter contracts without City'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 Service Provider shall give City notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with City prior to making any Emergency Expenditures.

Compliance: Service Provider 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, or

boards, the requirements of any insurance companies covering any of the risks against which Property is insured, and the requirements of any agreements relating to the Property (each a "Requirement"). Service Provider further agrees promptly to remedy any violation of a Requirement at City's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Service Provider shall obtain City's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in the Maintenance and Repair section above.

Service Contracts: Service Provider 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 City in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Service Provider or City 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.

Meetings: Service Provider shall meet with City not less than monthly to discuss the status of the management, operation, and service coordination of the Property and Project (Meetings). It is agreed that Meetings may be conducted via a digital platform, unless otherwise requested by City. Upon the request of the City and upon reasonable advance written notice, Service Provider shall arrange to meet City and or City's Representative at the Property.

Data Collection: Service Provider is required to collect and report client-level data in accordance with Housing and Urban Development (HUD) Office of Special Needs Assistance Programs (SNAPS) Homeless Management Information System (HMIS) Data Standards, to the local HMIS operated by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the Fresno Madera Continuum of Care or comparable databases are required for use by providers of services for victims of domestic violence, as described in the Violence Against Women Act (VAWA). Reporting into the HMIS database or allowed comparable database is a requirement of State funding. Service Provider reporting must be consistent in format and data element structure with the Fresno Housing Authority HMIS Program Policies and Procedures Manual and the HUD HMIS Data Standards and Data Dictionary current at the execution of this Agreement. The comparable database will be maintained by the Service Provider and used to collect data and report on outputs and outcomes as required by HUD.

EXHIBIT B

SCHEDULE OF FEES AND EXPENSES Service Agreement between City of Fresno and Poverello House

Encampment Resolution Funding Services ERF-2R and ERF-3R Budgets

COMPENSATION: In no event shall compensation paid for services performed under this agreement be in excess of Eleven Million, Seven Hundred Eighty-One Thousand, Six Hundred Five and 71/100 Dollars (\$11,781,605.71). Of which, Nine Million, Seven Hundred Eighty Thousand, Three Hundred Twenty-Five and 71/100 Dollars (\$9,780,325.71) are derived from ERF-2R and Two Million, One Thousand, Two Hundred Eighty and 00/100 Dollars (\$2,001,280.00) Dollars are derived from ERF-3R.

Clarion Pointe:

For the period of June 14, 2023, through June 30, 2025, in no event shall compensation paid for services performed at the Clarion Pointe 90-shelter beds under this Agreement be in excess of Six Million, Six Hundred Thirty-Eight Thousand, Four Hundred Fifty and 68/100 Dollars (\$6,638,450.68) using ERF-2R funds. For the period of October 1, 2024, through July 30, 2025, in no event shall compensation paid for services performed at the Clarion for the additional 30-emergency shelter beds under this Agreement be in excess of One Million, One Hundred Ninety-Nine Thousand, Four Hundred Fifteen and 04/100 (\$1,199,415.04) using ERF-3R funds.

Village of Hope:

For the period of June 1, 2024, through June 30, 2025, in no event shall compensation paid for services performed at the Village of Hope 65-bed emergency shelter under this Agreement be in excess of One Million, Eight Hundred Six Thousand, Eight Hundred Nine and 15/100 dollars (\$1,806,809.15) using ERF-2R funds.

Street Outreach:

For the period of June 14, 2023, through June 30, 2025, in no event shall compensation paid for street outreach services performed in the Downtown encampment area under this Agreement be in excess of One Million, Three Hundred Thirty-Five Thousand, Sixty-Five and 88/100 Dollars (\$1,335,065.88) using ERF-2R funds. For the period of October 1, 2024, through July 30, 2026, in no event shall compensation paid for street outreach services performed at the Downtown and Blackstone Corridor encampment areas under this Agreement be in excess of Eight Hundred One Thousand, Eight Hundred Sixty-Four and 96/100 (\$801,864.96) using ERF-3R funds.

As compensation for all ERF funded services the Poverello House shall be entitled to monthly reimbursement of expenses submitting the 15th day after close of the preceding month through detailed statements and will be payable in the normal course

of City business for services performed and agreed upon in the Scope of Work and paid based on approved Budget details. Consultant will submit monthly invoice details with all required supporting documentation, to the satisfaction of the City, until all funds are fully expended by the Consultant or through the term of this agreement at which time any remaining funds are to be reallocated by the City.

Poverello House			
ERF-2R Emergency Shelter/Bridge Housing (90-beds)			
<u>Personnel</u>	June 1, 2023- June, 30 2024	July 1, 2024- June 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$11,375.00	\$9,500.00	\$20,875.00
Chief Operations Officer (.10 FTE)	\$10,832.90	\$8,600.00	\$19,432.90
Chief Financial Officer (.05 FTE)	\$11,265.00	\$9,400.00	\$20,665.00
Sr. Director of Shelter Services (.40 FTE)	\$34,668.40	\$31,000.00	\$65,668.40
Bridge Housing Director (1.0 FTE @ \$65,000)	\$70,408.00	\$64,000.00	\$134,408.00
Director of Facilities (.15 FTE)	\$9,462.00	\$7,736.00	\$17,198.00
Director of Mental Health Services (.30 FTE)	\$27,623.70	\$24,500.00	\$52,123.70
IT Coordinator (.10 FTE @ \$26.00/hour)	\$5,857.80	\$4,408.00	\$10,265.80
HR Coordinator (.20 FTE @ \$21.00/hour)	\$9,462.60	\$7,736.00	\$17,198.60
Finance Specialist (.75 FTE @ \$25.00/hour)	\$42,243.75	\$38,000.00	\$80,243.75
Shelter Coordinator (1.0 FTE @ \$23.00/hour)	\$51,819.00	\$46,840.00	\$98,659.00
Client Navigator (5.0 FTE @ \$20.00/hour)	\$225,300.00	\$207,000.00	\$432,300.00
Client Services Specialist (15.0 FTE @ \$18.00/hour)	\$608,310.00	\$558,600.00	\$1,166,910.00
Facilities Specialist (1.0 FTE @ \$18.00/hour)	\$40,554.00	\$36,440.00	\$76,994.00
Housing Stability Case Manager (3.0 FTE @ \$18/hour)	\$121,662.00	\$109,320.00	\$230,792.22
Security Specialist (6.0 FTE \$18/hour)	\$243,324.00	\$218,641.00	\$461,965.00

Anticipated Wage Increase (7%)		\$95,849.60	\$95,849.60
Benefits @ 20%	\$304,833.63	\$279,877.48	\$584,711.11
Taxes @ 8.65%	\$131,840.54	\$121,047.02	\$251,887.56
Total Personnel	\$1,960,842.32	\$1,910,710.69	\$3,839,147.64
Non-Personnel			
<u>Operating Costs</u>			
Program Supplies	\$104,000.00	\$91,000.00	\$195,000.00
Meal Services (3 X 118 X 365 X \$5)	\$592,950.00	\$641,050.00	\$1,234,000.00
Utilities	\$192,010.00	\$175,240.00	\$367,250.00
Linen Service	\$97,500.00	\$87,000.00	\$184,500.00
Laundry Services???	\$6,125.00	\$3,125.00	\$9,250.00
Office Supplies	\$4,550.00	\$3,200.00	\$7,750.00
Equipment/Technology (16 computers, copy machine, printer, radios)	\$33,900.00	\$5,500.00	\$39,400.00
Storage (C-Train X 2, \$6,000 each)	\$12,000.00	\$-	\$12,000.00
Communications (13 Cell phones/8 desk phones/Internet)	\$24,245.00	\$19,660.00	\$43,905.00
Fuel/Insurance/Maintenance Vehicles	\$32,500.00	\$28,000.00	\$60,500.00
Facilities Maintenance/Property Management	\$84,500.00	\$75,000.00	\$159,500.00
Total Non-Personnel	\$1,184,280.00	\$1,128,775.00	\$2,313,055.00
Direct Costs	\$3,145,122.32	\$3,007,080.32	\$6,152,202.64
Indirect Costs @ 5%	\$157,256.12	\$150,354.02	\$307,610.13

Total Direct and Indirect	\$3,302,378.44	\$3,157,434.34	\$6,459,812.78
Food Services Delivery Vehicle/Transport Vehicles	\$130,000.00	\$-	\$130,000.00
IT Infrastructure Costs	\$25,000.00		\$25,000.00
HMIS Licenses, Startup, Training & Fees	\$11,818.95	\$11,818.95	\$23,637.90
Total Other Costs	\$166,818.95	\$11,818.95	\$178,637.90
Grand Total	\$3,469,197.39	\$3,169,253.26	\$6,638,450.68

Poverello House		
ERF-3R Emergency Shelter-30 Beds (Clarion Hope Pointe)		
<u>Personnel</u>	October 1, 2024-July 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Operations Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Financial Officer (.07 FTE)	\$12,012.00	\$12,012.00
Sr. Director of Shelter Services (.20 FTE)	\$12,750.00	\$12,750.00
Bridge Housing Coordinator (1.0 FTE @ \$24.61/hour)	\$38,391.60	\$38,391.60
Director of Mental Health Services (.15 FTE)	\$10,687.50	\$10,687.50
Director of IT (.10 FTE @ \$30.00/hour)	\$4,680.00	\$4,680.00
Finance Specialist (.75 FTE @ \$27.00/hour)	\$31,590.00	\$31,590.00
Client Navigator (2.0 FTE @ \$21.40/hour)	\$66,768.00	\$66,768.00
Client Services Specialist (9.0 FTE @ \$19.26/hour)	\$270,410.40	\$270,410.40
Facilities Specialist (.30 FTE @ \$19.26/hour)	\$9,013.68	\$9,013.68
Housing Stability Case Manager (2.0 FTE @ \$19.26/hour)	\$60,831.00	\$60,831.00
Security Specialist (3.0 FTE @ \$19.00/hour)	\$88,920.00	\$88,920.00
Benefits @ 25%	\$155,713.55	\$155,713.55
Taxes @ 8.65%	\$53,876.89	\$53,876.89

Total Personnel	\$832,444.61	\$832,444.61
Non-Personnel		
<i>Operating Costs</i>	\$13,500.00	\$13,500.00
Program Supplies	\$147,825.00	\$147,825.00
Meal Services (3 X 30 X 365 X \$6)	\$37,500.00	\$37,500.00
Utilities	\$27,000.00	\$27,000.00
Linen Service	\$3,600.00	\$3,600.00
Office Supplies	\$16,950.00	\$16,950.00
Equipment/Technology (7 computers, copy machine, printer, radios)	\$4,500.00	\$4,500.00
Storage (C-Train, \$6,000 each)	\$11,970.00	\$11,970.00
Communications (5 Cell phones/3 desk phones/Internet)	\$6,300.00	\$6,300.00
Fuel/Insurance/Maintenance Vehicles	\$22,500.00	\$22,500.00
Facilities Maintenance/Property Management	\$5,625.00	\$5,625.00
Office Furniture	\$4,014.00	\$4,014.00
HMIS Licenses/Startup/Training	\$13,500.00	\$13,500.00
Total Non-Personnel	\$301,284.00	\$301,284.00
Direct Costs	\$1,133,728.61	\$1,133,728.61
Indirect Costs @ 5%	\$56,686.43	\$56,686.43
Total Direct and Indirect	\$1,190,415.04	\$1,190,415.04
Transport Vehicle	\$9,000.00	\$9,000.00
Grand Total	\$1,199,415.04	\$1,199,415.04

Poverello House	
ERF-2R Village of Hope	
	June 1, 2024-June 30, 2025
<i>Personnel</i>	
Chief Programs Officer (.05 FTE)	\$7,000.00
Chief Operations Officer (.05 FTE)	\$6,800.00
Chief Financial Officer (.05 FTE)	\$7,200.00
Senior Director of Shelter Services (.30 FTE)	\$26,000.00
Director of Facilities (.10 FTE)	\$7,824.00
Director of Mental Health Services (.15 FTE)	\$14,750.00
IT Coordinator (.10 FTE @ \$26.00/hour)	\$5,504.53
Finance Specialist (.25 FTE @ \$25.00/hour)	\$13,000.00
Shelter Coordinator (1.0 FTE @ \$23.00/hour)	\$47,840.00
Client Navigator (4.0 FTE @ \$20.00/hour)	\$166,400.00
Client Services Specialist (9.0 FTE @ \$18.00/hour)	\$336,960.00
Housing Stability Case Manager (2.0 FTE @ \$18/hr.)	\$74,880.00
<i>Benefits @ 20%</i>	\$142,831.71
<i>Taxes @ 8.65%</i>	\$61,774.71
<i>Total Personnel</i>	\$918,764.95
<i>Non-Personnel</i>	
<i>Operating Costs</i>	
Program Supplies	\$24,000.00
Communications (Phone line/internet/cell phones)	\$16,000.00
Office Supplies/Furniture	\$2,400.00
Utilities	\$24,000.00
Travel (200 miles monthly X .585 per mile X 12 months) + Fuel	\$2,457.00
Copy Machine Lease (\$500/month)	\$6,000.00
Meal Services (\$5.00/meal)	\$418,164.00
Laundry Services (\$3.50/load, dry, fold, deliver)	\$22,750.00
<i>Total Non-Personnel</i>	\$515,771.00
<i>Direct Costs</i>	\$1,434,535.95
<i>Indirect Costs @ 5%</i>	\$71,726.80

Total Direct and Indirect	\$1,506,262.75
<u>Other Costs/Ongoing Costs</u>	
HMIS Licenses	\$14,546.40
Contracted Security Services (Poverello House)	\$120,000.00
Village of Hope Master Lease	\$144,000.00
Total Other Costs	\$278,546.40
Grand Total	\$1,806,809.15

Poverello House			
ERF-2R Outreach & Mental Health Services			
<u>Personnel</u>	June 1, 2023-June, 30 2024	July 1, 2024- June 30, 2025	Total
Sr. Director of Outreach Services (.15 FTE)	\$13,812.45	\$18,700.00	\$32,512.45
Outreach Coordinator (.25 FTE @ \$23.00/hour)	\$12,954.75	\$16,303.55	\$29,258.30
Encampment Area Street Navigation Specialist (6.0 FTE @ \$19.00/hour)	\$256,842.00	\$273,440.40	\$530,282.40
Director of Mental Health Services (.15 FTE)	\$4,221.93	\$4,221.93	\$8,443.86
Street Clinician (1.0 FTE @ \$100,000)	\$108,333.00	\$107,000.00	\$215,333.00
Benefits @ 20%	\$79,323.83	\$83,933.18	\$163,166.00
Taxes @ 8.65%	\$34,268.20	\$36,301.10	\$70,569.30
Total Personnel	\$509,665.15	\$539,900.15	\$1,049,565.31
Non-Personnel			
<u>Operating Costs</u>			
Program Supplies	\$13,000.00	\$12,000.00	\$25,000.00
Office Supplies	\$1,950.00	\$1,800.00	\$3,750.00
Equipment/Technology (6 computers, radios)	\$10,000.00	\$-	\$10,000.00

Communications (6 Cell phones/2 desk phones/Internet)	\$4,420.00	\$4,080.00	\$8,500.00
Fuel/Insurance/Maintenance Vehicles	\$26,000.00	\$24,000.00	\$50,000.00
Total Non-Personnel	\$55,370.00	\$41,880.00	\$97,250.00
Direct Costs	\$577,373.36	\$600,406.19	\$1,146,815.31
Indirect Costs @ 5%	\$28,251.76	\$29,089.01	\$57,340.77
Total Direct and Indirect	\$606,242.03	\$630,426.50	\$1,204,156.07
Outreach Vehicles (3 Vehicles)	\$120,000.00	\$-	\$120,000.00
HMIS Licenses	\$5,454.90	\$5,454.90	\$10,909.80
Total Other Costs	\$125,454.90	\$5,454.90	\$130,909.80
Grand Total	\$731,696.93	\$635,881.40	\$1,335,065.88

Poverello House		
ERF-3R Outreach & Mental Health Services		
<u>Personnel</u>	October 1, 2024-July 30, 2025	Total
Chief Programs Officer (.10 FTE)	\$8,400.00	\$8,400.00
Chief Operations Officer (.05 FTE)	\$4,200.00	\$4,200.00
Sr. Director of Outreach Services (.25 FTE)	\$16,875.00	\$16,875.00
Outreach Coordinator (.35 FTE @ \$24.61/hour)	\$13,437.06	\$13,437.06
Encampment Area Street Navigation Specialist (8.0 FTE @ \$20.50/hour)	\$255,840.00	\$255,840.00
Director of Mental Health Services (.15 FTE)	\$10,359.34	\$10,359.34
Licensed Street Clinician (1.0 FTE @ \$114,490)	\$-	\$-
Licensed Social Worker (1.0 FTE @ \$100,000)	\$75,000.00	\$75,000.00
Licensed AOD Counselor (1.0 FTE @ \$75,000)		\$56,250.00

	\$56,250.00	
Unlicensed Street Clinician (1.0 FTE @ \$75,000)	\$56,250.00	\$56,250.00
Benefits @ 25%	\$124,152.85	\$124,152.85
Taxes @ 8.65%	\$42,956.89	\$42,956.89
Total Personnel	\$663,721.13	\$663,721.13
Non-Personnel		
<u>Operating Costs</u>		
Program Supplies	\$24,000.00	\$24,000.00
Office Supplies	\$1,800.00	\$1,800.00
Equipment/Technology (5 computers, radios)	\$11,250.00	\$11,250.00
Communications (6 Cell phones/Internet)	\$9,240.00	\$9,240.00
Fuel/Insurance/Maintenance Vehicles	\$18,000.00	\$18,000.00
HMIS Licenses/Startup/Training/	\$10,704.00	\$10,704.00
Office Rent	\$24,000.00	\$24,000.00
Total Non-Personnel	\$98,994.00	\$98,994.00
Direct Costs	\$983,955.51	\$983,955.51
Indirect Costs @ 5%	\$49,197.78	\$49,197.78
Total Direct and Indirect	\$774,864.96	\$774,864.96

Outreach Vehicles (3 Vehicles)	\$27,000.00	\$27,000.00
Grand Total	\$801,864.96	\$801,864.96

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.

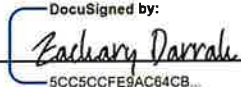
[Signatures follow on the next page.]

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

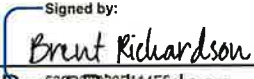
Poverello House,
a California non-profit corporation

By: _____
Georgeanne A. White Date
City Manager

By:  _____
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:  _____
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: _____
Deputy Date

Attachments:

1. Agreement with Poverello House
2. First Amendment Agreement with Poverello House