

SERVICE AGREEMENT CITY OF FRESNO, CALIFORNIA

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (the City), and Elevate Community Services, a California non-profit Corporation (Service Provider).

RECITALS

WHEREAS, The City desires to obtain professional homeless emergency shelter services for Parkway Inn located at 959 N. Parkway Drive, Fresno, CA 93728 (Project); and

WHEREAS, Service Provider is engaged in the business of furnishing such services as a homeless emergency shelter services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, Service Provider acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107; and

WHEREAS, this Agreement will be administered for the City by its Planning and Development Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and 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 the City the services described in **Exhibit A**, including all work incidental to or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance.
 - (a) This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through August 31, 2026, subject to any earlier termination in accordance with this Agreement. The Agreement may be extended upon available funding, for up to two (2), one-year extensions upon mutual written agreement of the parties. A written request for extension must be submitted by the requesting party 90 days prior to term date above. The services of Service Provider as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
 - (b) Service Provider's operations shall be July 1st through June 30th for each year that this Agreement is in full force and effect; as described in **Exhibit B**.

3. Compensation.

- (a) Service Provider's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement and shall not exceed \$1,549,952.00, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit B**. Such fees shall include all expenses incurred by Service Provider in performance of the services as described in **Exhibit A**.
- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of the City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) Service Provider agrees to render actual monthly income and expense reports relating to the management and operation of the Project in Service Provider's standard format approved by the City on or before the 15th calendar day after the expiration of each month. In addition, Service Provider shall submit an annual income and expense report in Service Provider's standard format approved of by the City in accordance with the reporting schedule set forth in **Exhibit B**. At the City's election (to be exercised by reasonable prior written notice to Service Provider), Service Provider shall deliver, concurrently with the delivery of each monthly income and expense report, copies of checks evidencing payments and collections and supporting invoices, internal allocations, and other back-up data as may be reasonably requested for the expenses and disbursements shown on the previous month's income and expense report.
- (d) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to Service Provider's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Service Provider shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to Service Provider upon the earlier of: (i) Service Provider's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Service Provider; (ii) thirty calendar days' prior written notice with or without cause by City to Service Provider; (iii) The City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, Service Provider shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any

and all unearned payments and all properties and materials in the possession of Service Provider that are owned by the City. Subject to the terms of this Agreement, Service Provider shall be paid compensation for services satisfactorily performed prior to the effective date of termination. Service Provider shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

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

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by Service Provider pursuant to this Agreement shall not be made available to any individual or organization by Service Provider without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, Service Provider shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments,

models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

- (b) Any and all writings and documents prepared or provided by Service Provider pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Service Provider shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
 - (c) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 5.
 - (d) This Section 5 shall survive expiration or termination of this Agreement.
6. Level of Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as Service Provider represents to the City that Service Provider and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said industry necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of Service Provider and its subcontractors, if any, to do and perform such services in a skillful manner and Service Provider agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of Service Provider or any subcontractors from said industry and professional standards.
7. Indemnification. To the furthest extent allowed by law, Service Provider shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, Service Provider or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Service Provider's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.
- If Service Provider should subcontract all or any portion of the work to be performed under this Agreement, Service Provider shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.
- This section shall survive termination or expiration of this Agreement.
8. Insurance.

- (a) Throughout the life of this Agreement, the Service Provider shall pay for and maintain in full force and effect all insurance as required in **Exhibit C**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit C** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Service Provider or any of its subcontractors/sub-Service Providers fail to maintain any required insurance, all services and work under this Agreement shall be discontinued immediately, and all payments due, or that become due, to the Service Provider shall be withheld until insurance is in compliance with the requirements. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Service Provider of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.
- (c) The fact that insurance is obtained by the Service Provider shall not be deemed to release or diminish the liability of the Service Provider, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Service Provider. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Service Provider, its principals, officers, agents, employees, persons under the supervision of the Service Provider, vendors, suppliers, invitees, Service Providers, sub-Service Providers, subcontractors, or anyone employed directly or indirectly by any of them.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, Service Provider shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in Exhibit D. During the term of this Agreement, Service Provider shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by Service Provider in such statement.
- (b) Service Provider shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of

interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, Service Provider shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Service Provider and the respective subcontractor(s) are in full compliance with all laws and regulations. Service Provider shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Service Provider shall immediately notify the City of these facts in writing.

- (c) Service Provider's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Service Provider's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Service Provider shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Service Provider pursuant to this Agreement.
- (d) In performing the work or services to be provided hereunder, Service Provider shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
- (e) Service Provider represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
- (f) Service Provider and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Service Provider shall remain responsible for complying with Section 9(a), above.
- (g) If Service Provider should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Service Provider shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

- (h) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event that the Service Provider maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Service Provider at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.
 - (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.
 - (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.
11. General Terms.
- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
 - (b) Records of Service Provider's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Service Provider pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
 - (c) Prior to execution of this Agreement by the City, Service Provider shall have provided evidence to the City that Service Provider is licensed to perform the services called for by this Agreement (or that no license is required). If Service Provider should subcontract all or any portion of the work or services to be performed under this Agreement, Service Provider shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, Service Provider shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Service Provider agrees as follows:
 - (a) Service Provider will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
 - (b) Service Provider will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Service Provider shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Service Provider's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
 - (c) Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
 - (d) Service Provider will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of Service Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) If Service Provider should subcontract all or any portion of the services to be performed under this Agreement, Service Provider shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, Service Provider is acting solely as an independent contractor. Neither Service Provider, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which Service Provider shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that Service Provider is performing its obligations in accordance with the terms and conditions thereof.
- (b) This Agreement does not evidence a partnership or joint venture between Service Provider and the City. Service Provider shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, Service Provider shall bear its own costs and expenses in pursuit thereof.
- (c) Because of its status as an independent contractor, Service Provider and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. Service Provider shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Service Provider shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of Service Provider's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Service Provider may be providing services to others unrelated to the City or to this Agreement.

- 14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.
16. Assignment.
 - (a) This Agreement is personal to Service Provider and there shall be no assignment by Service Provider of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by Service Provider, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.
 - (b) Service Provider hereby agrees not to assign the payment of any monies due Service Provider from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Service Provider directly to Service Provider.
17. Compliance With Law. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.
22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Service Provider.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE.]

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

CITY OF FRESNO, a California
municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by: _____ 6/4/2025
By: Angela M. Karst
Angela M. Karst Date
Senior Deputy City Attorney

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____
Deputy Date

ELEVATE COMMUNITY SERVICES,
INC., a California non-profit corporation

Signed by: _____
By: Wayne Rutledge
B74b460E832A4D5...
Name: Wayne Rutledge

Title: Board of Directors President
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

DocuSigned by: _____
By: Brad Hardie
E0CAB3F893874E5...
Name: Brad Hardie

Title: Chief Financial Officer/Secretary
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

REVIEWED BY:

Addresses:

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

SERVICE PROVIDER:
Elevate Community Services, Inc.
Attention:
Wayne Rutledge, President
3040 N. Fresno Street
Fresno, CA 93703
Phone: (559) 492-1373
E-mail: wayne@uhbagles.com

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES **Service Agreement between the City of Fresno** **and Elevate Community Services**

In addition to the content provided in this exhibit (**Exhibit A**), Elevate Community Services will honor all outlined requirements and their detailed response to 12500851 Request for Qualifications for Triage Center/Emergency Shelter Operations.

OPERATING PRINCIPLES

Operating a shelter requires the ability to remain fluid to address the complex needs of sheltered community members. As a foundation, ECS utilizes Housing First Principles to guide the processes and systems that community members interact with while in shelter. The core components of Housing First, which aim to remove barriers from entry into housing and shelter, are at the root of creating an environment where individuals can meet their basic needs and allow space to begin working on their higher-level needs. ECS has no requirement of sobriety to enter shelter and does not require individuals to participate in services during their 90 days of Emergency Shelter.

All staff are trained to support and empower individuals, recognizing their right to autonomy, and all services are participant choice. ECS Housing Case Managers and Monitors are trained in evidenced based practices including Motivational Interviewing and, Harm Reduction Principles to promote wellness and recovery at the individual level. All staff are well versed in programs throughout our community that can provide recovery and substance abuse services should a client seek services, and all staff are trained on the use of Narcan.

A one size fits all approach doesn't work. Support in shelter is individualized and person-driven, case management is designed to provide linkages for whole-person care. Case Managers work with participants to identify their own individual goals and successes, utilizing SMART Goals as a tool to identify and measure progress. ECS utilizes housing focused goals to understand the barriers that may keep individuals from entering or remaining successfully housed in the future.

DIVERSION

While diversion screening is most commonly done by the access sites and the outreach team that identifies individuals to enter shelter. ECS Housing Case Managers understand that diversion can be a useful tool throughout the housing process. Each staff member is trained in assessing individuals for specific diversion services through the FMCoC CES Management Entity. With a focus on resolution and understanding that each person is the expert in their own lives, ECS staff work collaboratively with the client to understand if there are natural supports that could assist with their housing crisis. If a client identifies a family or friend that is able to provide resolution to their housing crisis, ECS staff quickly link the client to the community Diversion programs.

HARM REDUCTION

Elevate Community Services understands that people experiencing homelessness may also engage in risky behavior as a coping mechanism, for recreation, in cultural practice, or for personal reasons. In order to reduce harm to individuals who engage in behaviors that place them at higher risk, ECS ensures all staff are trained in harm reduction principles. To further our commitment to supporting sheltered community members, Narcan (Naloxone) is accessible at every facility operated by ECS. Staff are well trained in the administration of Narcan to aid in the event a participant is suffering from an opioid overdose. As part of shelter services offered, individuals may be linked to higher level SUD treatment. In alignment with harm reduction, ECS developed a policy of allowing individuals who participate in syringe services to check their unused syringes in with staff for storage to be returned to individuals when they leave the site for the day.

TRAUMA INFORMED CARE

Integrating trauma-informed requires an understanding the people we serve, how staff are affected by their work, and how to create safe and nurturing environments that allow ECS to provide shelter in a trauma-informed way. Leveraging this framework is more important now than ever before as we continue to navigate the operating shelter in a post-pandemic environment.

The guiding values of Trauma Informed Care; safety, choice, collaboration, trustworthiness and empowerment, support an environment where the physical and emotional safety of an individual is centered. By providing staff with continuous learning opportunities and coaching, working relationships with community members in shelter have been strengthened.

CULTURALLY RESPONSIVE SERVICES & LANGUAGE CAPACITY

ECS values diversity, understands differences and moves to enhance services and supports to meet the unique needs of each community member living in shelter. Elevate Community Services maintains a CLAS Plan that is reviewed and updated annually to ensure best practices are fully implemented in each operation. By acknowledging the disparities that exist within systems of care in Fresno, ECS works to maintain equitable practices that uphold and celebrate culture. Staff receive continuous training on the stages of cultural understanding in order to facilitate meaningful connections with the community members served. By fostering a culturally responsive environment, ECS has been able to reduce harm to community members such as criminal justice involvement and disengagement from healthcare services.

Elevate Community Services (ECS) is committed to providing effective, efficient, and equitable service to all persons served regardless of their ability to speak, read, or write English. The ECS Limited English Proficiency Plan is designed to bridge communication barriers between staff and individuals.

Individuals with Limited English Proficiency may access ECS services through direct, in-person contact or by phone at all facilities. ECS recognizes that the most effective approach to providing high quality and efficient services for individuals with LEP is through bilingual contact employees. Elevate Community Services strives to staff each location with a diverse staff that reflects the population served. When an individual presents for services and a staff member is not available to provide services in their preferred language, The Language Line is used to provide real time, certified translation services. All staff have been provided with onboarding training on LEP policies and procedures. All program forms are available in Fresno County threshold languages.

TARGET POPULATION

Adults in the City of Fresno currently experiencing homelessness, or at imminent risk of homelessness, regardless of sexual orientation, marital status, or gender identification.

COORDINATION OF SERVICES

Service Provider will provide low-barrier access to emergency shelter coupled with intensive housing-focused services to set households on the path to attaining permanent housing. Services shall be offered in coordination with other complementary services as part of the path from houselessness to permanent housing stability. Priority placement shall be given to individuals experiencing homelessness referred by the City of Fresno.

NAVIGATION PROCESS

Entering shelter is a large step in many individuals’ lives, however the ultimate goal is to secure permanent housing. ECS establishes a working relationship with each individual who enters shelter and immediately begins the process of housing navigation and moving forwards a permanent housing solution.

Task	Completed By
Housing Case Manager Assigned	Day 1
Housing Plan Developed	Day 7
VISPADT Administered	Day 14
Client Placed on By Name List	Day 21
Documents Gathered	Day 30
Match Request Submitted	Day 45
Housing Match Identified & Housing Search	Day 60
Permanent Housing Move	Day 90

Throughout the navigation process, the Housing Case Manager works with the client to continue evaluating other options for safe exits including reuniting with family, affordable housing options in the community, and residential treatment programs.

Elevate Community Services, Inc. has developed a structure for services that is both comprehensive and flexible to meet the needs of each individual that is receiving services at an ECS shelter. ECS has developed timelines and procedures that ensure each individual

is served in a timely manner and provided with the right level of services for their needs. As a housing focused service, the plan is centric to housing and how each step will help move the individual towards housing. Each service is provided with a goal of moving the individual towards their ability to gain and sustain permanent housing.

In alignment with the goal of gaining and sustaining permanent housing, ECS housing case managers have all completed required FMCoC trainings, which ensures that ECS shelters have the ability to be assessment sites and have full access to HMIS and the Coordinated Entry System. The team ensures all data is entered correctly within 3 days of the program participant entering shelter and document all case notes in the client file to document goal progress.

While working on the housing focused goals, the Housing Case Managers continue to support each individual in meeting their other goals which include, but are not limited to, gaining employment or access to benefits like Social Security Income, access to benefits such as General Relief and CalFresh, entering job training programs, or programs to further their education. Additionally, ECS Housing Case Managers work with the individuals to improve their ability to remain housed by following rules and maintaining their environment, which can be a key determinant in an individual not returning to homelessness.

STAFFING

The program will fund the following positions:

Position	FTE	Description
Director	0.33	Director oversees compliance of program, monitoring outcomes to contract, and supports Program Manager in daily operations.
Fiscal Analyst	0.33	The Fiscal Analyst completes all fiscal related tasks for the program including pay client's rents and monitoring client rent portions.
Housing Case Manager	2.0	The Housing Case Manager is responsible for working with clients in assisting their transition into permanent housing.
Lead Monitor	1.0	The Lead Monitor oversees all on-site Monitors, providing guidance and support to staff.
Maintenance Tech	1.0	The Maintenance Tech is responsible for repairing damages made to the facility either by clients or normal wear and tear.
Monitor	7.0	The Monitor is responsible for oversight of facility and client needs, ensuring safety and operations.
Program Manager	1.0	The Program Manager runs the day-to-day operations of program, coordinates referrals with CES, supports staff development and training, and resolves client conflicts.

The program will provide weekly meetings for each client with their case manager, ensuring that each client meets with their team at least once per week. ECS recognizes that clients

entering the program will have a variety of needs and likely lack the natural support system to assist with resolving these needs. Therefore, the high intensity services will be necessary to create an environment of support and growth for the client. During times of high need, the Housing Case Manager will be available to meet with the clients as frequently as needed.

PERFORMANCE MEASUREMENT

Measurable Goal	Outcome
Available Beds	62
Bed Occupancy Rate	90%
Minimum total clients served annually. The City of Fresno bed utilization rate of 4 clients per bed annually.	330
% of Safe Exit - A safe exit from this program is defined as one of the following destinations: Institutional Situation, Temporary Situation, Permanent Situation, Bridge Housing or other emergency housing programs. Percentage based on total number of Exits from the program.	50%
Minimum total clients that will exit to Permanent Situation . A requirement of the funding is to increase the number of people exiting homelessness into permanent housing.	82
The number of days after entry into the Triage Center/Emergency Shelter that clients will become permanently housed or attain a safe exit from the program. Program to evaluate client engagement in housing plan on a 30-day bases.	90

MONITORING

In addition to monthly activity reports, progress and outcomes, the City of Fresno staff will monitor through regular meetings, site visits, inspection of client files, financial audits, and observation of case management meetings.

DATA COLLECTION

The Service Provider will be required to enter participant data into the Homeless Management Information System (HMIS) in order to comply with HUD data collection, management, and reporting standards. Service Provider must now maintain records for possible audit for a minimum of five (5) years commencing at the grant closure date, collect data consistently, track both qualitative and quantitative outcomes, and provide them to the City in a timely manner. Expenses associated with HMIS licenses and services are the responsibility of the selected Respondent(s).

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.

RAMP DOWN PROCESS

The Service Provider will maintain 24/7 operations throughout the term of the Agreement. They will also provide the City with a list of positions and FTEs required to sustain operations during the ramp-down process. Staffing levels must remain sufficient to ensure safe and effective operations.

If staffing levels decline due to resignation, termination, or any other form of departure, the Service Provider must immediately notify the City immediately and submit a plan to maintain operational continuity.

EXHIBIT B
SCHEDULE OF FEES AND EXPENSES
Service Agreement between City of Fresno (City)
and Elevate Community Services (Service Provider)

COMPENSATION

In no event shall compensation paid for services performed under this agreement be in excess of One Million Five Hundred Forty-Nine Thousand Nine Hundred Fifty-Two Dollars and 00/100 (\$1,549,952.00). Unexpended funds will not be carried over into any additional one (1) year extensions for services.

MAINTENANCE

Major facility repairs over \$500 such as equipment, appliances and fixtures, plumbing and electric systems, structure, including the roof, and HVAC systems, among others, will be paid for and completed by the Service Provider. Service Provider shall obtain property owner’s prior written approval before authorizing any expenditure over Five Thousand Dollars (\$5,000) in any one instance. No new construction is allowed. The facility complies with all shelter and housing habitability standards as identified in 24 CFR 576.403 and AB-362 Shelter Operations.

REQUESTS FOR REIMBURSEMENT

Service Provider’s activities will be funded on a reimbursement basis with proof of actual expenses incurred and paid. Copies of all supporting documents must be clear and legible. Reimbursement packets must be completed and organized. All costs must be allowable according to 2 CFR 200 and all other applicable federal rules and regulations. Any expenses included that are not allowable will be deducted from the amount reimbursable. Expenses included in the general ledger or reimbursement request form that do not have supporting documentation will be deducted from the amount reimbursable.

Service Provider shall submit monthly reimbursement packets on or before the 15th calendar day after the expiration of each calendar month.

If an invoice package is found to be incomplete, the City will submit a request to the Service Provider for the missing documentation. The Service Provider shall have 10 business days to provide the required backup documentation. If the documentation is not received within this time frame, the City will proceed with processing payment after the 10 business days have elapsed. The Service Provider may submit the missing documentation at a later date, provided it is submitted no later than 45 days prior to the expiration of the Term of this Agreement or within 30 days prior to the date of earlier termination of this Agreement.

BUDGET DETAILS

EXPENSES

PERSONNEL COSTS			
60005	Salaries & Wages	660,078	
60010	Payroll Taxes	56,904	
60015	Employee Benefits	26,870	
60020	Workers Comp	21,190	
TOTAL PERSONNEL COSTS		765,042	
SERVICES & SUPPLIES			

61005	Client Meals/Snacks	258,930	Twice daily hot meals provided to clients with one milk serving each morning, along with providing snacks for clients served throughout the day.
61010	Insurance & Professional Fees	28,960	(1) Fresno Housing HMIS annual user fees, (2) CPA and audit fees, (3) liability insurances, and (4) auto insurance coverage
61015	Payroll Services	10,920	Payroll & HR processing fees for staff.
61020	Electronic Health Record	0	Case noting Electronic Health Record system
61025	Transportation & Vehicle Maintenance	13,075	(1) GPS vehicle tracking, (2) vehicle rentals and travel insurance, (3) gas expense, (4) staff mileage, (5) vehicle car washing, and (6) vehicle maintenance
61030	Onboarding Expenses	3,675	Onboarding expense to include drug testing of new hires and background checks.
61035	Technology & Communications	11,692	(1) Google workspace subscriptions, (2) cell phone service, (3) IT Support and anti-virus subscriptions, and (4) translation service for clients.
61040	Office, Household & Program Supplies	13,000	(1) copier rental and printing overages, and (2) supplies for program specific operations.
61045	Staff Uniforms		Staff uniforms.
61050	Staff Development & Training	1,200	(1) staff development and training services, (2) first-aid and CPR training, (3) seminar/webinar and conference registrations, (4) meals and lodging specific to travel pertaining to training.
61055	Client Personal Supplies	14,000	Client (1) linen and bedding, (2) hygiene and cleaning supplies, (3) clothing, and (4) other client specific needs/supplies.
61060	Client Documents	1,200	Vital documents purchased on behalf of clients.
TOTAL SERVICES & SUPPLIES		356,652.00	

FACILITY COSTS			
62005	Utilities	61,050	(1) Water, sewage and trash services, (2) electricity and gas, (3) landline and internet costs.
62010	Repairs & Maintenance	44,755	(1) monthly fire alarm system, (2) pest control services, (3) annual facility inspections (4) and site-specific repairs and maintenance costs.
62015	Security	142,848	(1) 12 security guard service, and (2) surveillance monitoring.

62020	Computer & Tech	33,200	Staff (1) cell phone(s) tablet(s), and computer(s) purchases, and (2) program specific technological replacements/enhancements.
62025	Replacement Client Furniture	5,500	Client furnishings, such as beds, lamps, clothing drawers, tables, and other furnishings for client housing.
TOTAL FACILITY COSTS		287,353	

Total Expenses	1,409,047
Indirect 10% de Minimis	140,905

Total Budget Proposal	1,549,952
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Monthly	129,162.67
Annual	1,549,952.00
Per Bed	24,999.23

Monthly Report – The Service Provider shall submit monthly income and expense reports relating to the management and operation of the Project. Reports must be submitted in the Service Provider’s standard format, as approved by the City, no later than the 15th calendar day after the expiration of each calendar month

Performance Period	Monthly Report Due
July 1, 2025 – July 31, 2025	August 15, 2025
August 1, 2025 – August 31, 2025	September 30, 2025
September 1, 2025 – September 30, 2025	October 15, 2025
October 1, 2025 – October 31, 2025	November 15, 2025
November 1, 2025 – November 30, 2025	December 15, 2025
December 1, 2025 – December 31, 2025	January 15, 2026
January 1, 2026 – January 31, 2026	February 15, 2026
February 1, 2026 – February 28, 2026	March 15, 2026
March 1, 2026 – March 31, 2026	April 15, 2026
April 1, 2026 – April 30, 2026	May 15, 2026
May 1, 2026 – May 31, 2026	June 15, 2026
June 1, 2026 – June 30, 2026	July 15, 2026

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

Performance Period	Annual Report Due
July 1, 2025 – June 30, 2026	August 15, 2026

Final Report upon Early Termination – In the event of early termination, the Service Provider shall submit a final income and expense report to the City no later than 30 days prior to the effective date of termination.

Final Report (End of Term) – The Service Provider’s operational year is defined as July 1st through June 30th for each year in which this Agreement remains in effect. Following the end of the operational year, a final reconciled income and expense report must be submitted by August 15.

Final Request for Reimbursement – The Service Provider shall submit the final request for reimbursement no later than August 31, prior to the expiration of the Agreement. Expenses not included in the final reconciled income and expense report submitted on August 15 will not be eligible for reimbursement.

EXHIBIT C

INSURANCE REQUIREMENTS **Service Agreement between City of Fresno (City)** **and Elevate Community Services (Service Provider)**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability including both (Abuse & Molestation) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

SERVICE PROVIDER, or any party the SERVICE PROVIDER subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

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

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. Professional Liability (Abuse & Molestation):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

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

operations under the General Liability policy shall be as broad as that contained in ISO Form CG 20 26 04 13.

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

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

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

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

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

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

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

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

3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by SERVICE PROVIDER, SERVICE PROVIDER must

purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to the CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

SUBCONTRACTORS

If SERVICE PROVIDER subcontracts any or all of the services to be performed under this Agreement, SERVICE PROVIDER shall solely responsible for ensuring that its subcontractors maintain all insurance required here.

VERIFICATION OF COVERAGE

SERVICE PROVIDER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to the CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the CITY, SERVICE PROVIDER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D
DISCLOSURE OF CONFLICT OF INTEREST
Elevate Community 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: _____

☐ Additional page(s) attached.

Signed by:

Wayne Rutledge
Signature

6/4/2025

Date

Wayne Rutledge

Name

Elevate Community Services Inc.

Company

3040 N Fresno St

Address

Fresno CA 93703

City, State, Zip