

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 Turning Point of Central California, Inc., a Nonprofit California Corporation (Property Manager).

RECITALS

WHEREAS, City and Property Manager entered into an Agreement, dated June 24, 2021 (Agreement), for property management and case management services at the Valley Inn (Project) located at 933 North Parkway Drive, Fresno, CA 93728; and

WHEREAS, City and Property Manager entered into a First Amendment to the Agreement on June 9, 2022, to extend the contract term to June 24, 2023 without change to the total fee; and

WHEREAS, City and Property Manager desire to enter into a Second Amendment to the Agreement to extend the contract term to June 30, 2023 and to increase the compensation for property management and case management services by \$1,589,731 for a total contract amount not to exceed \$3,179,472, using Homekey 2.0 program funds.

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 term of the Agreement shall be extended to June 30, 2023.
2. The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement shall be increased by \$1,589,731, for a total contract amount not to exceed \$3,179,472, which shall be paid using Homekey 2.0 funds.
3. In the event of any conflict between the body of this 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.

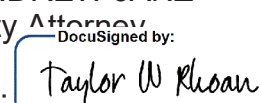
CITY OF FRESNO,
A municipal corporation

TURNING POINT OF CENTRAL CALIFORNIA,
a Non-Profit California corporation


By: _____
Georgeanne A. White Date
City Manager

By:  _____
337D116C138F4C0...
Name: Raymond Banks

APPROVED AS TO FORM:
ANDREW JANZ

City Attorney
By:  5/31/2023
E204C2946C944B8... Date
Taylor W. Rhoan
Deputy City Attorney

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

By:  _____
A44C6D398EC647C...
Name: William Goodall

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Attachments:

1. Agreement with Turning Point of Central California
2. First Amendment to the Agreement with Turning Point of Central California

PROPERTY MANAGEMENT AGREEMENT

This Property Management Agreement (Agreement) is made as of the 24th day of June 2021 (Effective Date), by and between the City of Fresno, a municipal corporation (City or Owner), and TURNING POINT OF CENTRAL CALIFORNIA, INC., a California non-profit public benefit corporation (Property Manager). Owner and Property Manager are referred to hereinafter each as a Party or collectively as Parties.

RECITALS

WHEREAS, the City of Fresno owns The Valley Inn located at 933 North Parkway Drive, Fresno, CA, 93728 (APN 449-335-32), and

WHEREAS, the City of Fresno acquired The Valley Inn for the express intent to renovate and prepare The Valley Inn to serve as a low-barrier emergency homeless shelter for an interim period, until such time that The Valley Inn is converted to permanent affordable housing, and

WHEREAS, the additional low-barrier shelter rooms will support the City's Project Off Ramp program which relocates homeless individuals from the freeway right-of-way to low-barrier emergency shelters to protect public health and safety, and

WHEREAS, the City of Fresno requires the services of a professional not-for-profit public benefit corporation to provide property management and case-management services for The Valley Inn to serve individuals and families experiencing homelessness, and

WHEREAS, Turning Point of Central California is a non-profit public benefit corporation operating in California and providing behavioral health services, transitional, and other support services to those experiencing homelessness in the Central Valley of California, including in the City of Fresno; and

WHEREAS, the City of Fresno and Turning Point of Central California currently have agreements in place to provide low-barrier emergency homeless shelter services at three motels in the City of Fresno, and

WHEREAS, the City of Fresno and Turning Point of Central California now desire to enter into this Property Management Agreement to provide comprehensive property management and case management services to residents residing at The Valley Inn, and

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner and Property Manager agree as follows:

ARTICLE I

APPOINTMENT OF PROPERTY MANAGER; LIMITATION OF AUTHORITY

1.1 Appointment of Property Manager. Owner hereby appoints Property Manager as the exclusive property manager in connection with the Property, and Property Manager accepts such appointment, upon the terms and conditions set forth below. Except as specifically provided herein or specifically authorized in writing by Owner, Property Manager has no right or authority, express or implied, to commit or otherwise obligate Owner in any manner whatsoever except as provided herein. Owner shall designate one (1) or more persons to serve as Owner's Representative (each, a Representative) in all dealings with the Property. Whenever the approval or consent or other action of Owner is called for hereunder, such approval, consent, or action shall be binding on Owner only if specified in a writing executed by a Representative. The initial Representative shall be Thomas C. Esqueda, City Manager. Owner shall promptly notify Property Manager in writing if Owner appoints a new Representative to replace Representative, or an additional Representative for individual Property.

ARTICLE II SCOPE OF SERVICES

2.1 Management of Property. Property Manager shall provide the property management activities and operations identified in the Scope of Services attached hereto and incorporated herein as **Exhibit B**.

2.2 Property Manager Personnel. All personnel employed by or contracted with the Property Manager to assist in managing the Property shall be employees or independent contractors of Property Manager or its affiliates and not of Owner.

2.3 Service Contracts. Property Manager 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 Owner in writing, such contracts shall not have a term in excess of one (1) year and shall be terminable by Property Manager or Owner 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 Owner pursuant to Section 2.10 below.

2.4 Maintenance and Repair. Property Manager 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 Property Manager in accordance with the then-current Budget approved by Owner and with funds received as part of the Property Management Fee. Property Manager may make expenditures or enter contracts without Owner'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 Property Manager shall give Owner notice of any Emergency Expenditures and shall, to the extent reasonably practicable, consult with Owner prior to making any Emergency Expenditures.

Major 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 Owner.

2.5 Compliance. Property Manager 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"). Property Manager further agrees promptly to remedy any violation of a Requirement at Owner's expense, provided that if the cost of remedying such violation exceeds Five Thousand Dollars (\$5,000) in any one instance, Property Manager shall obtain Owner's prior written approval before authorizing any expenditure, except for Emergency Expenditures, as provided in Section 2.4.

2.6 Prevention of Liens. After giving prompt written notice to Owner, Property Manager shall, at the sole cost and expense of the Owner, take necessary steps authorized in writing by Owner to prevent the creation of, and to remove, any claim of lien, lien, encumbrance, or security interest (collectively, a "Lien") that attaches to the Property or any portion of the Property if the Lien has been asserted without Owner's consent, unless Owner notifies Property Manager in writing that Owner does not intend to contest the Lien.

2.7 Notification. Property Manager shall notify Owner in writing of any fact or circumstance of significance to the Property including, without limitation, any major complaint made by a resident that is reasonably anticipated to cause a material impact to the operations at the Property, any damage, or destruction affecting the Property, any notice of or violation of any Requirement, any material defect in the Property, or any release of any hazardous or toxic substance, material, or waste or similar material on or about the Property.

2.8 Insurance Claims. Property Manager shall investigate and report in written detail to Owner and the applicable insurance carrier all accidents, claims for damage relating to the ownership, operation, or maintenance of the Property, and any damage or destruction to the Property and the estimated costs of repair, and shall prepare for written approval by Owner all reports required by an insurance company in connection with any such

accident, claim, damage, or destruction. Property Manager is authorized to settle, in consultation with the Owner and at the sole cost and expense of Owner, subject to the indemnification provisions of paragraph 5.3, any claim against an insurance company for property damage not exceeding Five Thousand Dollars (\$5,000) (excluding the deductible, if any) arising out of any policy and, in connection with such claim, to execute proofs of loss and adjustments of loss and to collect monies for loss proceeds. Except as provided above, Property Manager shall take no action to settle any insurance claims without the written approval of Owner.

2.9 Assistance with Proposed Sale or Financing. Property Manager agrees to cooperate fully with Owner and assist Owner in any attempt to sell or mortgage all or any part of any of the Property.

2.10 Budgets. On or before the date of this Agreement and thereafter, on or before November 1st of each year, or at any other time prescribed by Owner, Property Manager shall submit to Owner for Owner's written approval a proposed operating and capital budget for the next calendar year for items including, but not limited to, promotion, operation, repair, other accrued operating expenses and maintenance of the Property, and in Property Manager's standard format approved by Owner (the "Budget"). The Budget to be submitted to Owner shall be consistent with the terms of this Agreement, including, without limitation, the terms of Articles III and IV. If Owner or its Board of Directors rejects any proposed Budget submitted by Property Manager, Property Manager shall submit to Owner for Owner's written approval, a new proposed Budget satisfying Owner's objection, within ten (10) days after the date of Owner's rejection. During the calendar year covered by each Budget, Property Manager shall operate within that Budget as approved by Owner. Property Manager shall use reasonable efforts not to incur aggregate expenditures of amounts greater than ten percent (10%) over the total expenditures set out in the Budget. Without the express prior written consent of Owner, Property Manager shall not incur any expenses other than as provided in the Budget or change the manner of operation of the Property, except for Emergency Expenditures as provided in Section 2.4. The approved Budget for the 2021-2022 fiscal year is attached hereto and incorporated herein as Exhibit "C".

2.11 Reports. Property Manager agrees to render actual monthly income and expense reports relating to the management and operation of the Property in Property Manager's standard format approved by Owner on the fifteenth (15th) calendar day after the expiration of each calendar month, and an annual income and expense report in Property Manager's standard format approved of by Owner, within forty-five (45) days after the expiration of each calendar year. At Owner's election (to be exercised by prior written notice to Property Manager), Property Manager 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.

2.12 Retention, Inspection and Audit of Records.

(a) Property Manager agrees to maintain, at the Property Manager's expense, adequate accounting records on a cash basis (except Owner may request in writing a different method) in connection with all matters contemplated by this Agreement and to allow authorized representatives of Owner or the California Department of Housing and Community Development (HCD) to examine such records and any other of Property Manager's records relating to the operations and management of the Property and Property Manager's obligations hereunder, including, any correspondence, invoices, reports, allocations, etc. pertaining to transactions arising out of this Agreement (each, a "Record" and collectively, "Records") and to audit all reports provided for herein. All Records maintained by Property Manager relating to the Property shall be the property of Owner.

(b) Property Manager shall retain all Records relating to the Property for a period of five (5) years, or longer at the Owner's request. Property Manager shall permit access to the Property upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material. At Owner's election, Owner may select an independent Certified Public Accounting firm to conduct an annual audit of the Property, at Owner's expense, and Property Manager shall cooperate, at no material out-of-pocket cost to Property Manager, in such audit, including preparing a detailed response to any audit findings. For purposes of this Section 2.12, cooperation with the audit by Property Manager's personnel and retrieval and production of Records shall not be considered out-of-pocket costs.

2.13 Meetings. Property Manager shall meet with Owner not less than monthly to discuss the status of the management, operation, and leasing of the Property (Meetings). It is agreed that Meetings may be conducted via a conference call, unless otherwise requested by Owner. Upon the request of the Owner and upon reasonable advance written notice, Property Manager shall arrange to meet Owner and or Owner's Representative at the Property.

ARTICLE III

PROPERTY MANAGEMENT EXPENSES

3.1 Budget and Expenses. In accordance with the then-current Budget approved in advance by Owner, Property Manager shall be entitled to a monthly fee payment from Owner and in accordance with Section 5.1 to operate the property. This fee payment, based on the approved budget is intended to cover all expenses incurred by Property Manager in the performance of its obligations hereunder, including without limitation, actual costs and expenses relating to accounting and reporting (whether performed by Property Manager or its affiliates or by third parties), Valley, legal services, and all salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of personnel who work at the Property and provide necessary services to

the Property, such as employee training and routine repair and maintenance (but excluding oversight of routine maintenance and repair). Otherwise, except as may be specifically provided elsewhere in the Agreement, Property Manager shall bear its own and shall not be reimbursed by Owner for: (i) salaries, wages, payroll taxes, insurance, workers' compensation, pension benefits, and other benefits of Property Manager's office personnel and officers, to the extent not included in the approved budget, and (ii) general overhead and office expenses of Property Manager's corporate office, including, but not limited to items such as stationary and other office supplies and equipment, telephone and telecommunications services, data processing and other computer services, to the extent not included in the approved budget. Notwithstanding the above, if telecommunication services, data processing and other computer-related programs provide direct services to the Property (such as electronic mail, or other technical software support) these services will be deemed an expense of the Property and eligible for payment hereunder. In addition those expenses incurred by Property Manager that are allocated by Property Manager to the appropriate Property and any other properties (e.g., expenses allocated on account of off-site personnel, insurance, etc.) shall be allocated in a good faith manner designed to reimburse Property Manager for its actual out-of-pocket costs and shall not result in any charges to the Owner that exceed what the Owner would have paid on account of the Property if the Owner had obtained the services/goods directly. Administrative Expenses shall be paid monthly in an amount equal to 15% of the total Program Direct Expenses, in accordance with the approved Budget.

ARTICLE IV

BANK ACCOUNTS AND DISBURSEMENT OF FUNDS

4.1 Bank Accounts and Disbursement of Funds. Any and all funds received by Property Manager in the operation of the Property shall be received in trust for the benefit of Owner and shall be deposited by Property Manager into a bank account specified by Owner from time to time (Company's Account). Unless otherwise expressly agreed to by Owner in writing, Property Manager shall not have the right to withdraw funds from Owner's Account other than for normal operating expenses incurred in the ordinary course of business. Under no circumstances shall Owner's funds be commingled with Property Manager's funds.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.1 Property and Liability Insurance. Owner shall maintain, at its cost, property and liability insurance for the Property in such amount and with such companies as Owner may determine. Notwithstanding the above, until otherwise instructed by Owner, Property Manager has agreed to add Owner' to its master insurance policy for the coverage required hereunder and all costs associated therewith will be identified in the Budget and shall be deemed an Expense of each Property as provided for in Section 3.1.

5.2 Workers' Compensation Insurance.

(a) Property Manager shall procure workers' compensation insurance (or similar insurance as may be required by the laws of the State in which the Property is located) and employer's liability insurance applicable to and covering all employees of Property Manager at the Property and all persons engaged in the performance of any work required under this Agreement with limits of liability equal to not less than One Million Dollars (\$1,000,000).

(b) If any work under this Agreement is subcontracted, then Property Manager shall use its reasonable efforts to include in each subcontract a provision that the subcontractor shall carry (i) workers' compensation insurance in accordance with the laws of the State of California; (ii) employer's liability insurance applicable to and covering all persons engaged in the performance of any work required under this Agreement, with limits of liability acceptable to Owner; and (iii) comprehensive general liability insurance, including, without limitation, contractors' protective liability insurance, with no exclusion for bodily injury to any employee of any contractor or subcontractor, and with combined limits of liability acceptable to Owner, for bodily injury, property damage, and personal injury. Property Manager shall use its reasonable efforts to ensure that all contracts (including construction contracts) state that the coverage carried is primary with respect to any other policies carried by Owner and shall name Owner and Property Manager as additional named insureds.

5.3 Indemnification.

(a) Property Manager shall indemnify, defend, and hold harmless Owner, its affiliates and any of their respective managers, members, officers, directors, agents, and employees from and against any and all claims, losses, expenses, liabilities, actions, and damages, including, without limitation, reasonable attorneys' fees and expenses (collectively, the "Claims"), arising directly or indirectly out of: (i) any default by Property Manager under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Property Manager in connection with this Agreement or Property Manager's services or work hereunder.

(b) Owner shall indemnify, defend, and hold harmless Property Manager, its affiliates, and any of their respective managers, members, officers, directors, agents, and employees from and against any and all Claims arising out of: (i) any default by Owner under the provisions of this Agreement; or (ii) any negligence or willful misconduct of Owner in connection with this Agreement.

(c) The provisions of this Section 5.3 shall survive the termination of this Agreement.

ARTICLE VI

PROPERTY MANAGER'S COMPENSATION

6.1 Property Management Fee. As compensation for the property management

services performed by Property Manager pursuant to this Agreement, Owner agrees to pay to Property Manager a monthly management fee (Management Fee) in the amount of 1/12th of the combined and approved Budgets as detailed in Exhibit C. The initial payment shall be for two months and be payable by July 15, 2021. Payments for the remaining months shall begin on September 1st and last for the duration of the agreement. Property Manager will submit an invoice to the Owner by the 20th of the preceding month. The Management Fee shall be payable monthly in advance.

ARTICLE VII

TERM AND TERMINATION

7.1 Term. The Initial Term of this Agreement shall be for one (1) year commencing on the Effective Date and ending 365 days thereafter (Initial Term), unless sooner terminated in accordance with the provisions of this Agreement. The initial term shall be extended by written notice from the Owner at least 90 days prior to the end of the term. Extensions may be granted for a maximum cumulative period of five (5) years. Property Manager shall not enter into any agreements for services that will extend beyond one (1) year, except any agreement that is terminable on no more than thirty (30) days prior written notice and is specifically approved by Owner.

7.2 Termination without Cause. Either party may terminate this Agreement, at any time, without cause, upon not less than ninety (90) days prior notice to the other party (Termination Notice).

7.3 Termination for Cause. This Agreement may be terminated for cause as follows:

(a) In the event Owner or Property Manager shall default in the performance or observance of any term, condition, or covenant contained in this Agreement on its part to be performed or observed, and that default shall continue for a period of ten (10) days after written notice thereof, then the non-defaulting party may, at any time thereafter during the continuance of such default, terminate this Agreement on the date specified in the notice. Notwithstanding the foregoing, if a default cannot be remedied within the ten (10) day period, the defaulting party shall be deemed to be in compliance with this provision if it shall have commenced to remedy the default within that ten (10) day period and shall remedy the default within a reasonable time.

(b) Either party may terminate this Agreement immediately in the event of: (i) the appointment of a receiver to take possession of all or substantially all the assets of the other party; (ii) an assignment by the other party for the benefit of creditors; (iii) any action taken or suffered by the other party under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute, whether now existing or hereafter amended or enacted; (iv) any act of fraud, embezzlement, theft, conversion or intentional concealment of any other breach of this Agreement; (v) upon termination of funding from HCD to Owner; or (vi) by resolution of the Board of Commissioners of the Fresno Housing

Authority for any reason.

7.4 Obligations Continuing After Termination. Any termination of this Agreement shall not affect the rights or obligations of the Parties arising out of the performance of this Agreement prior to such termination. Upon any termination of this Agreement by either Party, Property Manager shall surrender and deliver to Owner any space in the Property occupied by Property Manager and any and all amounts due Owner that are received by Property Manager after termination. Property Manager shall deliver to Owner all keys to the Property and originals of all rental agreements, contracts, documents, papers, records, and other items pertaining to the Property or to this Agreement, and shall furnish all such information and take all such action as Owner may reasonably request. Property Manager shall provide Owner with a final accounting of all records relating to this Agreement no later than thirty (30) days after termination of this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Notices. Any notice, demand or request given under this Agreement shall be given in writing, and shall be made by personal delivery or sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile or by a reputable overnight courier, addressed as follows:

(a) If to Owner, to:

City of Fresno
Attn: Thomas Esqueda, City Manager
2600 Fresno Street
Fresno, CA 93721
Phone: (559) _____
Fax: (559) _____

(b) If to Property Manager, to:

Turning Point of Central California, Inc. 615 S. Atwood Street
Visalia, CA 93277
Attention: Raymond R. Banks, Chief Executive Officer
Phone: (559) 732-8086
Fax: (844) 364-4599

Or to such other address as either party may designate in a notice to the other party. Notices shall be deemed given, delivered, and received on the actual date of their personal delivery; three (3) business days after deposit in the United States mail with first-class postage prepaid; one (1) business day after deposit with or pickup by a professional overnight delivery service if the sender receives delivery confirmation from the service; or upon the date of transmission of a telecopied or electronically sent written communication if the sender obtains machine-generated or other written confirmation of completed

transmission.

8.2 Successors and Assigns. Property Manager may not assign or delegate its rights or duties under this Agreement without Owner's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Owner and Property Manager and their respective legal representatives, successors, and permitted assigns.

8.3 Licenses. At its own expense, Property Manager shall qualify to do business and obtain and maintain such licenses as may be required for the performance by Property Manager of its services under this Agreement.

8.4 Attorneys' Fees. In the event that any action or proceeding is brought to construe or enforce any provision of this Agreement, the party prevailing in such action or proceeding shall be entitled to recover from the other party all of the prevailing party's costs and expenses incurred therein (including reasonable attorneys' fees and court costs), as well as all such costs, expenses, and fees incurred in any appeal and in any enforcement effort.

8.5 Waiver. No consent or waiver, express or implied, by either Owner or Property Manager to or of any breach or default by the other party in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any breach or default in the performance by the other party of the same or any other obligations of that party under this Agreement.

8.6 Entire Agreement. This Agreement (including Exhibits attached hereto, if any) constitutes the entire Agreement between Owner and Property Manager with respect to the subject matter hereof.

8.7 Interpretation. The captions contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement. Where the context requires, the singular shall include the plural and vice versa.

8.8 Amendments. No modification or amendment of this Agreement shall be effective unless contained in a writing signed by both parties.

8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California. Venue for the resolution of any Claims shall be in Fresno County Superior Court or the Eastern District in California, as the case may be.

8.10 Time of Essence. Time is of the essence of this Agreement.

8.11 Severability. The invalidity or unenforceability of any one or more provisions of this

Agreement shall not affect the validity or enforceability of the remainder of this Agreement, or any part thereof.

8.12 Relationship Between Parties. In performing its obligations hereunder, Property Manager shall be an independent contractor and not an employee or agent of Owner, except that Property Manager shall be the agent of Owner solely to perform Property Manager's obligations as set forth in this Agreement. Property Manager shall perform such obligations as a fiduciary with a duty of loyalty and a duty of care to Owner. The Parties do not intend and nothing contained herein shall be deemed to create a partnership, co-tenancy, or joint venture of any kind.

8.13 No Third Party Beneficiary. The provisions of this Agreement shall not be construed for the benefit of any third party, except as otherwise specifically provided herein.

8.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the Effective Date.

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

OWNER:

CITY OF FRESNO,
A California municipal corporation

DocuSigned by:
By: Thomas Esqueda
23B80A2EC15C456...
Thomas Esqueda
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:
By: Brandon Collet 7/7/2021
1CFC3444CAA04DB...
Brandon M. Collet Date
Senior Deputy City Attorney

ATTEST:
BRIANA PARRA, CMC
Interim City Clerk

DocuSigned by:
By: Marco Martinez-Velasquez 7/7/2021
B0534891E7C44A0...
Deputy Date

PROPERTY MANAGER:

TURNING POINT OF CENTRAL CALIFORNIA,
INC., a California non-profit public benefit
corporation

DocuSigned by:
By: Ray Banks
337D116C138F4C0...
Name: Ray Banks

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

DocuSigned by:
By: Bruce Tyler
EC16CBDF4BFF4CF...
Name: Bruce Tyler

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

EXHIBIT A

The Property

EXHIBIT B

Scope of Services

Property Manager will perform the following services under the terms and conditions set forth in this Property Management Agreement:

Coordination of Services

Property Manager 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 homelessness to permanent housing stability. Priority placement in The Valley Inn shall be given to homeless individuals referred by the City of Fresno.

Target Population

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

Data Collection

The program will be a Coordinated Entry System (CES) Assessment Site, creating an opportunity for each person accessing shelter services to be entered into CES through the administration of the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT).

Low-Barrier Housing

The program will be low barrier with 24-hour access and no requirements regarding income, sobriety, or compliance with mental health treatment. Shelter services will be provided regardless of sexual orientation, marital status, or gender identification. Every effort will be made to ensure no one is turned away unless all beds are full, or the guest is exhibiting behaviors that will endanger themselves or others.

Facility Requirements

Turning Point shall serve as the Property Manager for The Valley Inn which is a 107-room motel that has been converted to a low-barrier emergency homeless shelter. The Valley Inn has one-bed and two-bed rooms, allowing Turning Point to accommodate households with varying service and privacy needs. The Property Description for The Valley Inn is provided in Exhibit A. The City has recently completed renovations to convert the motel for low-barrier emergency homeless shelter services, and buildings comply with all shelter and housing habitability standards as identified in 24 CFR 576.403. A "Good Neighbor" policy to be utilized securing and maintaining the perimeter of the facility,

keeping clear of any nuisances and code violations.

Program Services and Design

Property Manager will utilize a housing-first approach to emergency shelter or rapid rehousing as appropriate and providing services to guests. Pets will be allowed per the pet policy in Exhibit D.

All guests will receive the program safety guidelines upon entry, and staff member will meet with each guest to review the guidelines and answer any questions. All reasonable efforts will be made to ensure the safety and security of other guests and staff when admitting guests that are intoxicated or exhibiting symptoms of serious mental illness. Turning Point staff are trained to serve people using substances and/or with mental illness using harm reduction strategies. People exhibiting behaviors that pose a danger to themselves or others may not be admitted.

Housing via either emergency shelter or rapid rehousing as appropriate will be provided regardless of sexual orientation, marital status, or gender identification. The program will be low barrier with (a) no requirements related to income, sobriety, or compliance with mental health treatment, and (b) minimal rules in place, with the majority of the rules pertaining to safety and security of guests.

Guests will be registered and offered access to on-site services. As appropriate, staff will prescreen guests for potential Diversion services and if deemed eligible, refer immediately to a Diversion program staff.

Turning Point will be staffed 24 hours a day, 7 days a week. Turning Point will provide the following services:

1. Emergency Shelter/Rapid Rehousing: Turning Point will operate emergency shelter beds for adults and/or families with children experiencing homelessness or are at risk of falling into homelessness in the City of Fresno. Basic shelter services provided with included meals in some circumstances and as appropriate.
2. Case Management: Turning Point will provide intensive case management services that focus on helping participants develop a housing plan and overcome barriers to attaining permanent housing. Participants that have been connected to a permanent housing intervention will be referred to a Bridge Housing program to prepare to enter permanent housing.
3. Housing Search and Placement: Turning Point will provide services and activities necessary to assist program participants in locating, obtaining, and retaining safe permanent housing. This will include partnering with other agencies offering navigation services.

4. Diversion Pre-Screening: Turning Point will assess all people who present for homeless services at Turning Point for potential Diversion services.
5. Stabilizing Health Intervention: Turning Point will provide services for stabilization of client health issues, including substance use and mental health disorders.

Staffing

All staff will be trained in Mental Health First Aid, as well as Pro-Act, so that they are equipped to maintain safety of staff and program guests when working with and admitting persons who are intoxicated or exhibiting symptoms of serious mental illness, while maintaining the safety and dignity of intoxicated or symptomatic guests. Additionally, staff will be trained in harm reduction strategies, NARCAN (Naloxone) administration to aid in the event a participant is suffering from an opioid overdose, and the procedure for connecting participants to the needle exchange service in the City of Fresno.

Referral and Assessment – Emergency Shelter

Homeless individuals or families will be referred to The Valley Inn by the City of Fresno Division of Homeless and Housing. In the event the number of referrals exceeds the number of available beds, every effort will be made to transport those that cannot be accommodated to another City of Fresno funded triage center or emergency shelter in the community. Anyone who cannot be accommodated will be encouraged to follow up the following day so that it can be determined if Turning Point or another community program can provide shelter.

Turning Point will assess each referral for eligibility upon arrival. The following criteria will be used to determine eligibility for client entry:

1. All guests must meet the definition of homelessness as per State or Federal definitions.
2. All guests will receive a pre-screening for diversion services to determine if diversion is a more appropriate intervention. Anyone deemed eligible for diversion services will be immediately referred to the funded Diversion Services provider.
3. Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. If someone is in need of an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
4. Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Referral and Assessment – Rapid Rehousing

Referrals for rapid rehousing will come from the Coordinated Entry System (CES). While CES will perform pre-screening for eligibility, Turning Point will confirm each referral for eligibility upon entry. The following criteria will be used to determine eligibility for client entry:

1. Anyone exhibiting behavior that threatens the safety of themselves or others will not be admitted. If someone requires an ambulance or assessment for medical or mental health emergency intervention, Turning Point staff will call emergency services on their behalf.
2. Upon determination of program eligibility, all guests will be registered and will sign a participation agreement that outlines the program policies and their agreement to the services provided by Turning Point.

Performance Measurements

Turning Point will meet the following measurable goals, annually:

1. Bed utilization will be a minimum of 85% as measured by the HMIS on the last Wednesday of the month, quarterly, beginning in July 2021.
2. In partnership with the City of Fresno, and other private and public organizations, Turning Point will deliver the following safe exits from The Valley Inn:
 - a. 35% Turning Point guests will achieve exits into permanent housing within the first year.
 - b. 30% of Turning Point guests will transition directly to permanent housing.
 - c. 40% of Turning Point guests will transition to Bridge Housing.
 - d. 60% of Turning Point guests will attain a safe exit from the program within 90 days.

Turning Point will internally evaluate program outcomes quarterly. Performance measures will be evaluated by the Regional Director and any necessary changes will be implemented to ensure program measures are being met. Upon discharge, guests will be given a voluntary survey to complete to evaluate the services received at Turning Point. The program will consider all feedback and enhance the program based on guest feedback. It is the goal of the program to incorporate guest feedback into the operations to create a program that adults experiencing homelessness will feel comfortable and eager to access.

Documentation and Recordkeeping

Turning Point records client information in HMIS for all its housing and bridge housing programs. During guest intake, consent is obtained to enter their information in HMIS. The Case Manager will make sure all data is entered into HMIS within three days of entry to the program. The Case Manager is also responsible for documenting all case notes in the guest's file. The case notes will contain information on goal completion, progress toward goals, successes, and information regarding any incidents at the program. Every guest that leaves with staff knowledge prior to departure will meet with a Case Manager to participate in an exit interview where destination will be documented, any change in income, and an exit survey will be offered.

Collaborative Effort

Turning Point participates in several coalitions, consortiums and community groups concerned with ending homelessness. This program will be administered in collaboration with the FMCoC's CES as well as other agencies. Turning Point is committed to collaborating with all agencies in the community who work on ending homelessness.

Fiscal Administration

Turning Point assures that it possesses the capacity in staffing to provide the proposed services. Turning Point will work with the City of Fresno as it relates to program and financial monitoring and evaluation.

EXHIBIT “C”

Budget

The compensation for Property Management Services for The Valley Inn shall be on a lump sum basis. The lump sum compensation shall be inclusive of direct and indirect costs required to provide property management and case-manage services for The Valley Inn. The total lump sum compensation shall be \$1,589,741, paid in twelve (12) equal installments (~\$132,478 per month) during the term of the Agreement. However, the initial payment shall be for two months, and be payable by July 15, 2021. Payments for the remaining months shall begin on September 1st and last for the duration of the agreement. Property Manager will submit an invoice to the Owner by the 20th of the preceding month.

See Section 2.4 and 2.10 for more information. Costs shall not exceed the amounts in the contract.

EXHIBIT “D”

Resident Selection Plan and Pet Policy

Resident Selection Plan

It is the policy of the City of Fresno to promote equal opportunity in compliance with, but not limited to, all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The City of Fresno will own and operate The Valley Inn in accordance with federal, state and local fair housing and civil rights laws.

The City of Fresno shall not discriminate with respect to sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability medical condition (cancer/genetic characteristics) age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave of pregnancy disability leave.

Pet Policy

By executing this Agreement, Sponsor acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018, pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (Amendment) made and entered into as of June 9, 2022, amends the Agreement entered into between the City of Fresno, a municipal corporation (City), and Turning Point of Central California, Inc., a California non-profit public benefit corporation (Property Manager).

RECITALS

WHEREAS, the City and the Property Manager entered into an Agreement, dated June 24, 2021, for property management and case management services at the Valley Inn located at 933 North Parkway Drive, Fresno, CA 93728, (Agreement); and

WHEREAS, the City and the Property Manager desire to extend the term of the Agreement to June 24, 2023, for one-year as provided in the Agreement; and

WHEREAS, the City and the Property Manager desire to modify the Agreement's insurance requirements as provided in Exhibit E.

AGREEMENT

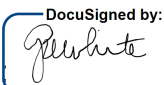
NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. The term of the Agreement shall be extended to June 24, 2023.
2. Add **Exhibit E** to the Agreement, as attached hereto.
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 City and Contractor, dated June 24, 2021, remains in full force and effect.


[Signatures follow on the next page.]

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


CITY OF FRESNO,
A California municipal corporation

By:  DocuSigned by:
4B59C02BA274430... 9/2/2022
Georgeanne A. White Date
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By:  DocuSigned by:
1CF65444CAA64DB... 5/26/2022
Brandon M. Collet Date
Senior Deputy City Attorney


ATTEST:
TODD STERMER, CMC
City Clerk

By:  DocuSigned by:
6CA1388820964E3... 9/6/2022
Deputy

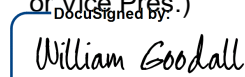
Addresses:
City:
City of Fresno
Attention: Courtney Espinoza
Address: 2600 Fresno Street
Fresno, CA 93721
Telephone No. 559.621.7774
FAX: 559.457.1541
E-mail: Courtney.espinoza@fresno.gov

Attachment
Exhibit E

TURNING POINT OF CENTRAL
CALIFORNIA,
A California non-profit public benefit
corporation

By:  DocuSigned by:
337D116C138F4C0...
Name: Ray Banks

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

By:  DocuSigned by:
A44C0D398EC047C...
Name: William Goodall

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

Property Manager: Turning Point of Central
California
Attention: Jody Ketcheside
Address: P.O. Box 1748
Fresno, CA 93717-1748
Phone: 559.285.1163
FAX: 844.587.6413
E-mail: jketcheside@tpocc.org

EXHIBIT E
INSURANCE REQUIREMENTS
Service Agreement between City of Fresno (City)
And Turning Point of Central California (Property Manager)

Name of the Project

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 *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). If personal automobile coverage is used, the City, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability including both (Abuse & Molestation) & (Medical Malpractice) 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. The Medical Malpractice coverage should protect against any claims of medical negligence.

MINIMUM LIMITS OF INSURANCE

The Property Manager, or any party the Property Manager 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) \$2,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$2,000,000 per occurrence for personal and advertising injury;
 - (iii) \$4,000,000 aggregate for products and completed operations; and,
 - (iv) \$4,000,000 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 and Medical Malpractice):
 - (i) \$2,000,000 per claim/occurrence; and,
 - (ii) \$4,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Property Manager 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

The Property Manager shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Property Manager 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 designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents and volunteers; or
- (ii) The Property Manager shall provide a financial guarantee, satisfactory to City's Risk Manager or 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. The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Property Manager shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to the 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, Property Manager'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 Property Manager's insurance and shall not contribute with it. Property Manager 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: Property Manager and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Abuse & Molestation, Medical Malpractice) 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 Property Manager.
2. Insurance must be maintained and evidence of insurance must be provided for at least five 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-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 Property Manager, Property

Manager must purchase “extended reporting” coverage for a minimum of five 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.

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. Property Manager 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, Property Manager 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, Property Manager shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen 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 Property Manager shall not be deemed to release or diminish the liability of Property Manager, 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 Property Manager. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Property Manager, its principals, officers, agents, employees, persons under the supervision of Property Manager, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If the Consultant subcontracts any or all of the services to be performed under this Agreement, Consultant 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 the City Risk Manager or designee. If no Side Agreement is required, Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

Property Manager 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 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, the Property Manager 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.