



Subrecipient Agreements



CDBG

Subrecipient Agreement

CITY OF FRESNO
COMMUNITY DEVELOPMENT BLOCK SUBRECIPIENT AGREEMENT

THIS AGREEMENT, entered this [day] day of [Month], 20[year], by and between the City of Fresno, California, a municipal corporation, acting by and through its Planning and Development Department – Housing and Community Development Division, (GRANTEE) and [Subrecipient name] (SUBRECIPIENT).

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as “HUD”, provides funding under its Community Development Block Grant Program, hereinafter “CDBG”, as authorized under Title I of the Housing and Community Development Act of 1974, as amended, and implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the “Act”, incorporated herein by its reference; and

WHEREAS, GRANTEE is a recipient of CDBG funding for fiscal year [fiscal year] for use in funding eligible activities furthering established national objectives to benefit its low and moderate- income residents as defined in the Act; and

WHEREAS, GRANTEE in accordance with its [consolidated plan number] Consolidated Plan and FY [fiscal year] Annual Action Plan, as amended, desires to provide CDBG funds to SUBRECIPIENT, for activities and services, as more fully described in Exhibit A, Scope of Services, upon the terms and conditions in this Agreement; and

WHEREAS, pursuant to City Resolution No. [RESOLUTION NUMBER], the City Manager is authorized to execute CDBG Agreements, on behalf of GRANTEE, that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. TERM

The term of this Agreement shall commence on [Date], and unless terminated earlier pursuant to the terms of this Agreement, shall continue until [Date]. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which SUBRECIPIENT remains in control of CDBG funds or other CDBG assets, including Program Income.

2. SCOPE OF WORK

SUBRECIPIENT will be responsible for administering services in a manner satisfactory to GRANTEE and consistent with any standards required as a condition of providing these funds. GRANTEE will also perform the services set forth in Exhibit “A” entitled “Scope of Work” attached hereto and incorporated by reference herein and made a part hereof.

SUBRECIPIENT shall administer the Program for the whole of the term of the Agreement. SUBRECIPIENT shall administer the Program in compliance with

the CDBG requirements and in a manner that meets the CDBG national objective(s) of 24 CFR 570.208.

GRANTEE will monitor the performance of SUBRECIPIENT against goals and performance standards as stated above. Substandard performance as determined by GRANTEE will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within a reasonable amount of time after being notified by GRANTEE, contract suspension or termination procedures will be initiated.

3. RECORDS AND REPORTS

On a quarterly basis, SUBRECIPIENT shall submit to GRANTEE, on the form provided by the GRANTEE as EXHIBIT F, a completed performance report providing the requested information and data. The performance report shall be submitted within thirty days of the close of each quarter.

SUBRECIPIENT shall ensure the CDBG grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- SUBRECIPIENT NAME:
- Subrecipient ID (DUNS):
- Federal Award Identification Number: (CDBG Grant#)
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to SUBRECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: City of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.218
- CFDA Name: Community Development Block Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: 10%

SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a) A full description of each activity undertaken;
- b) Records demonstrating each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR Part 200 as amended by 24 CFR 570.502, and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

SUBRECIPIENT shall retain all project files, financial records, and any other documents related to the Program for a period of three years from the date of the close out of this Agreement, except in the following cases:

- If any litigation, claim, or audit is started before the expiration of the three year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the SUBRECIPIENT is notified in writing by the GRANTEE to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

GRANTEE shall monitor and evaluate SUBRECIPIENT's performance under this Agreement to determine compliance with this Agreement and CDBG requirements. SUBRECIPIENT shall cooperate with GRANTEE and any federal auditors authorized by GRANTEE and shall make available all information, documents, and records reasonably requested and shall provide GRANTEE the reasonable right of access to both records and personnel during normal business hours for the purpose of assuring compliance with this Agreement and evaluating performance hereunder. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

4. METHOD OF PAYMENT

Grant funds shall be disbursed to reimburse SUBRECIPIENT in accordance with the Proposed Budget attached hereto as Exhibit "B" and incorporated herein. SUBRECIPIENT's sole source of compensation hereunder will be in the form of a grant of CDBG funds as described herein. It is expressly agreed and understood that the total amount to be paid by GRANTEE under this Agreement shall not exceed [MONETARY AMOUNT]. SUBRECIPIENT shall submit to GRANTEE a request for payment, in a form acceptable to GRANTEE, on a monthly basis for the term of the Agreement. Said request shall be accompanied with supporting documentation, including but not limited to paid receipts, invoices and timesheets, to allow GRANTEE to determine compliance with applicable federal regulations, including cost allowability.

GRANTEE shall pay all approved requests for payment pursuant to this Agreement within the normal course of business, typically within thirty (30) days of receipt. If GRANTEE disallows any cost submitted by SUBRECIPIENT, within ten business days GRANTEE will provide written notification to SUBRECIPIENT of the disallowance, including any corrective action necessary to process payment.

All funds are paid contingent upon SUBRECIPIENT's continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to GRANTEE within thirty days of the earlier of termination of this Agreement or notice by GRANTEE. Any interest earned or received by SUBRECIPIENT thereon shall be remitted to the GRANTEE.

An authorized official for SUBRECIPIENT must provide a signed certification with each request that states the following: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

SUBRECIPIENT understands and agrees the availability of CDBG funds is subject to the control of HUD, or other federal agencies, and should the CDBG funds be encumbered, withdrawn or otherwise made unavailable to GRANTEE, whether earned by or promised to SUBRECIPIENT, and/or should GRANTEE in any fiscal year hereunder fail to allocate CDBG funds, GRANTEE shall not provide said funds unless and until they are made available for payment to GRANTEE by HUD and GRANTEE receives and allocates said funds. No other funds owned or controlled by GRANTEE shall be obligated under this Agreement to the Project(s).

5. PROGRAM INCOME

Any income generated by SUBRECIPIENT from the use of CDBG funds governed by this Agreement shall be considered CDBG program income. All CDBG program income (as defined at 24 CFR 570.500(a)) shall be retained by SUBRECIPIENT for the term of this Agreement. The use of all CDBG program income is reserved specifically for services outlined in the Scope of Work and is subject to the terms of this Agreement.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall adhere to and follow the Uniform Administrative Requirements found in the U.S. federal regulations at 2 CFR Part 200.

SUBRECIPIENT shall establish and maintain effective internal control over CDBG funds made available through this Agreement to provide reasonable assurance that the Program is administered in compliance with applicable federal statutes, regulations, and the terms and conditions of this Agreement. This includes evaluation and internal monitoring of the Program and prompt, appropriate action when instances of noncompliance are identified.

SUBRECIPIENT shall follow a written procurement policy that allows for full and open competition that meets the minimum standards of the U.S. federal

regulations at 2 CFR 200.317 through 200.326.

SUBRECIPIENT shall take reasonable measures to safeguard protected personally identifiable information and other information GRANTEE designates as sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

SUBRECIPIENT is prohibited from using CDBG funds or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part.

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities.

SUBRECIPIENT shall maintain a financial management system that identifies all federal awards received and expended and the federal programs under which they were received, including:

- The CFDA title and number,
- Federal award identification number and year,
- Name of the Federal agency, and
- Name of the pass-through entity, if any.

SUBRECIPIENT shall follow written financial management policies and procedures that, at a minimum, provide for:

- Determination of allowable costs in accordance with the terms and conditions of this Agreement and the federal cost principles

published in the U.S. federal regulations at 2 CFR 200 Subpart E;

- Effective control over, and accountability for, all funds, property, and other assets to ensure all assets are safeguarded and they are used solely for authorized purposes; and
- Accurate financial reporting on federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

7. AUDIT REQUIREMENTS

Within thirty days of the close of SUBRECIPIENT's fiscal year, SUBRECIPIENT shall provide to GRANTEE a certification stating the total amount of federal awards expended in the fiscal year. The certification shall be signed by an authorized official.

SUBRECIPIENT agrees to have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F if SUBRECIPIENT expends \$750,000 or more in federal awards during any fiscal year that overlaps with the term of this Agreement. SUBRECIPIENT shall submit a copy of the audit to GRANTEE and the Federal Audit Clearinghouse (FAC) within thirty calendar days after receipt of the auditor's report(s). SUBRECIPIENT shall make copies of the audit available for public inspection for three years from the date of submission to the FAC.

GRANTEE shall issue a management decision for audit findings that relate to this Agreement within six months of acceptance of the audit report by the FAC.

8. USE AND REVERSION OF ASSETS

SUBRECIPIENT shall transfer to GRANTEE any CDGB funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR 570.502-504, as applicable.

9. CONFLICT OF INTEREST

SUBRECIPIENT shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of SUBRECIPIENT. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization, the standards of conduct must cover organizational conflicts of interest to ensure SUBRECIPIENT is able to be impartial in conducting a procurement action involving a related organization.

At a minimum, the standards of conduct shall include any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain

inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Both SUBRECIPIENT and any subcontractors shall complete a Disclosure of Conflict of Interest Form included as Exhibit "D". Upon written request, GRANTEE may grant an exception to the conflict of interest provisions on a case-by-case basis.

10. OTHER PROGRAM REQUIREMENTS

SUBRECIPIENT agrees to administer the services in compliance with all applicable City, State, and Federal guidelines including, but not limited to the following federal program requirements as now in effect and as may be amended from time to time:

Section 109 of the Housing and Community Development Act of 1974 requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

Equal Opportunity requirements as described in Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107.

Equal Protection of the Laws for Faith-Based and Community Organizations as described in Executive Order 13279 and the implementing regulations at 41 CFR chapter 60.

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply.

Exclusion of Debarred and Suspended Contractor requirements as described in 2 CFR Part 180.

Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for CDBG benefits, including financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available with CDBG. Benefits do not include relocation services and payments to which persons displaced are entitled by law (24 CFR §570.613).

A building or facility designed, constructed, or altered with CDBG funds governed by this Agreement that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

The contract provisions for non-federal entity contract under federal awards as set forth in Exhibit “E”.

11. CLOSEOUT AND REVERSION OF ASSETS

GRANTEE will close out this Agreement when it determines that all applicable administrative actions and all required work of the Agreement have been completed by SUBRECIPIENT.

Unless provided an extension through written notification by GRANTEE, SUBRECIPIENT shall complete the following actions no later than thirty calendar days after the end date of the term of this Agreement:

- Submit, all financial, performance, and other reports as required by the terms of this Agreement;
- Liquidate all obligations incurred under the Agreement; and
- Transfer to GRANTEE any accounts receivable attributable to the use of CDBG funds, including CDBG program income.

Notwithstanding the expiration or earlier termination of this Agreement, SUBRECIPIENT's obligations to GRANTEE shall not terminate until all closeout requirements are completed. The following obligations of SUBRECIPIENT shall survive the termination of this Agreement:

- SUBRECIPIENT'S indemnity obligations;
- the obligation to cause audits to be performed relating to SUBRECIPIENT'S activities and costs under this Agreement;
- the obligation to repay to GRANTEE any CDBG proceeds improperly disbursed to SUBRECIPIENT or disbursed for ineligible expenditures;
- any other obligations which cannot by their nature be performed until after the expiration of the Agreement such as the submittal of final payment request and performance reports.

Any real or personal property purchased in whole or in part with CDBG funds provided under this Agreement are subject to the following requirements that

shall survive the termination of this Agreement:

- Insurance and reporting requirements regarding real and personal property acquired with federal funds in accordance with the uniform administrative requirements contained in the U.S. federal regulations published at 2 CFR Part 200; and
- For real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000, said property shall be used to meet one of the national objectives in 24 CFR 570.208 for five years after close out of this Agreement. If the property is disposed of within five years of the close out of this Agreement, SUBRECIPIENT shall reimburse GRANTEE the percentage of the current fair market value of the property equal to the percentage of CDBG funds expended to the overall acquisition and improvement cost of the property.

12. SUSPENSION AND TERMINATION

Termination for Convenience. This Agreement may be terminated by either party if SUBRECIPIENT and GRANTEE mutually agree in writing to its termination and upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.

Furthermore, GRANTEE may suspend or terminate this Agreement if SUBRECIPIENT materially fails to comply with any terms of this Agreement.

If, through any cause, the SUBRECIPIENT fails to fulfill in timely and proper manner its obligations under this Agreement, ineffectively or improperly use funds provided under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, agreements, or stipulations of this Agreement, GRANTEE shall thereupon have the right to terminate this Agreement by giving written notice to SUBRECIPIENT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by SUBRECIPIENT under this Agreement shall, at the option of GRANTEE, become its property and SUBRECIPIENT shall be entitled to receive just and equitable payment for any satisfactory work completed subject to the limitations of this Agreement.

13. MANDATORY DISCLOSURES

SUBRECIPIENT shall provide written notice to the GRANTEE within five days of all potential conflicts of interest and violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Failure to make required disclosures can result in termination of the Agreement and suspension or debarment from future federal awards.

14. FINDINGS CONFIDENTIAL

Any reports, information or data given to or prepared by SUBRECIPIENT concerning GRANTEE under this Agreement shall not be made available to any individual or organization by SUBRECIPIENT without first submitting them to

GRANTEE.

15. GENERAL CONDITIONS

SUBRECIPIENT shall implement this Agreement in accordance with applicable Federal, State, and City laws, ordinances and codes. Should a Project receive additional funding after the commencement of this Agreement, SUBRECIPIENT shall notify GRANTEE in writing within thirty days of receiving notification from the funding source and submit a cost allocation plan for approval by GRANTEE within forty-five days of said official notification.

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) SUBRECIPIENT does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

SUBRECIPIENT shall comply with the bonding and insurance requirements set forth in 2 CFR Part 200. The SUBRECIPIENT shall additionally carry sufficient insurance and bond coverage as set forth in Exhibit "C".

SUBRECIPIENT shall subcontract all work or services through written contract or agreement subject to each provision of this Agreement and applicable City, State and Federal guidelines and regulations. Prior to execution of any subcontract hereunder, such subcontracts must be submitted by SUBRECIPIENT to GRANTEE for its review and approval, which will specifically include a determination of compliance. None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted by SUBRECIPIENT or reimbursed by GRANTEE without prior written approval.

16. INDEPENDENT CONTRACTOR

In furnishing the services provided for herein, SUBRECIPIENT is acting solely as an independent contractor. Neither SUBRECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of GRANTEE for any purpose. GRANTEE shall have no right to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and functions. However, GRANTEE shall retain the right to administer this Agreement so as to verify that SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between SUBRECIPIENT and GRANTEE. SUBRECIPIENT shall have no authority to bind GRANTEE absent GRANTEE's express written consent. Except to the

extent otherwise provided in this Agreement, SUBRECIPIENT shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, SUBRECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to GRANTEE's employees. SUBRECIPIENT 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, SUBRECIPIENT shall be solely responsible, indemnify, defend and save GRANTEE harmless from all matters relating to employment and tax withholding for and payment of SUBRECIPIENT'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 GRANTEE employment benefits, entitlements, programs and/or funds offered employees of GRANTEE 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, SUBRECIPIENT may be providing services to others unrelated to GRANTEE or to this Agreement.

17. INDEMNIFICATION

To the furthest extent allowed by law including California Civil Code section 2782, SUBRECIPIENT shall indemnify, hold harmless and defend GRANTEE 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 GRANTEE, SUBRECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. SUBRECIPIENT's obligations under the preceding sentence shall apply regardless of whether GRANTEE or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or willful misconduct, of GRANTEE or any of its officers, officials, employees, agents or volunteers.

If SUBRECIPIENT should contract or subcontract all or any portion of the work to be performed under this Agreement, SUBRECIPIENT shall require each SUBRECIPIENT and/or subcontractor to indemnify, hold harmless and defend GRANTEE 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.

18. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

GRANTEE

City of Fresno
Planning and Development
Department, Housing
and Community Development Division
2600 Fresno Street Room 3076
Fresno, CA 93721

SUBRECIPIENT

[Subrecipient Name]
[Attention]
[Subrecipient Address]
[Subrecipient Address]

19. AMENDMENTS

GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the GRANTEE's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the GRANTEE or SUBRECIPIENT from its obligations under this Agreement. Notwithstanding the foregoing, approval of the City Council is not required for (i) insubstantial adjustments in line items within the total approved budget; not affecting the total approved budget amount, approved by the manager of the Housing and Community Development Division of the Planning and Development Department of the City (Administrator) or his or her designee; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion, (iii) changes to the insurance requirements specified in Exhibit "C" approved by the City's Risk Manager in his/her sole discretion and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

GRANTEE may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTEE and SUBRECIPIENT.

20. ASSIGNMENT

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the GRANTEE.

21. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

22. ATTORNEY 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 will be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. BINDING ON ALL SUCCESSORS AND ASSIGNS

Unless otherwise expressly provided in this Agreement, all the terms and provisions of this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective nominees, heirs, successors, assigns, and legal representatives.

24. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original, and all of which together will constitute one instrument. The execution of this Agreement by any party hereto will not become effective until counterparts hereof have been executed by all parties hereto.

25. 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. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

26. EFFECTIVE DATE

This Agreement shall be effective upon the Parties' complete execution following City Council approval.

27. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement of the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by written instrument duly authorized and executed by both GRANTEE and SUBRECIPIENT.

28. EXHIBITS

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

29. EXPENSES INCURRED UPON EVENT OF DEFAULT

SUBRECIPIENT shall reimburse GRANTEE for all reasonable expenses and

costs of collection and enforcement, including reasonable attorney's fees, incurred by GRANTEE as a result of one or more Events of Default by SUBRECIPIENT under this Agreement.

30. GOVERNING LAW AND VENUE

Except to the extent preempted by applicable federal law, the laws of the State of California shall govern all aspects of this Agreement, including execution, interpretation, performance, and enforcement. Venue for filing any action to enforce or interpret this Agreement will be Fresno County, California.

31. HEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

32. INTERPRETATION

This Agreement in its final form is the result of the combined efforts of the parties. Any ambiguity will not be construed in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

33. NO THIRD-PARTY BENEFICIARY

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 other than expressly identified herein. No subcontractor, mechanic, materialman, laborer, vendor, or other person hired or retained by SUBRECIPIENT shall have any rights hereunder and shall look to SUBRECIPIENT as their sole source of recovery if not paid. No third party may enter any claim or bring any such action against GRANTEE under any circumstances. Except as provided by law, or as otherwise agreed to in writing between GRANTEE and such person, each such person shall be deemed to have waived in writing all right to seek redress from GRANTEE under any circumstances whatsoever. SUBRECIPIENT shall include this paragraph in all contracts/subcontracts.

34. NO WAIVER

Neither failure nor delay on the part of the GRANTEE in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the SUBRECIPIENT therefrom shall be effective unless the same shall be in writing, signed on behalf of the GRANTEE by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the SUBRECIPIENT in any case shall entitle the SUBRECIPIENT to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the

GRANTEE's right to take other or further action in any circumstances without notice or demand.

35. NON-RELIANCE

SUBRECIPIENT hereby acknowledges having obtained such independent legal or other advice as it has deemed necessary and declares that in no manner has it relied on GRANTEE, its agents, employees or attorneys in entering into this Agreement.

36. 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 will control.

37. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

GRANTEE

CITY OF FRESNO,
A California municipal corporation

SUBRECIPIENT

[SUBRECIPIENT NAME]
[LEGAL IDENTITY]

By: _____
Georgeanne White,
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: _____ Date _____
Tracy N. Parvanian
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

SUBRECIPIENT:
[Suprecipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PROPOSED BUDGET
EXHIBIT C: INSURANCE REQUIREMENTS
EXHIBIT D: CONFLICT OF INTEREST
EXHIBIT E: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS
EXHIBIT F: QUARTERLY REPORT

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROPOSED BUDGET

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT D CONFLICT OF INTEREST



Housing and Community Development Division
Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Name of Subrecipient or Applicant

Conflict of Interest Regulations may be found at: 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

- ☐ Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name

Signature

Date

OR

- ☐ Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name

Signature

Date

Please provide a separate certification for each "covered person" and select the type of covered person.

- ☐ Employee ☐ Agent ☐ Consultant ☐ Officer ☐ Elected Official ☐ Appointed Official

The Covered Person is:

- ☐ Subrecipient/Applicant "covered person"

☐ Family member-name: _____ (please print clearly)

☐ Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E
CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

EXHIBIT F
QUARTERLY REPORT



ESG

Subrecipient Agreement

AGREEMENT

Emergency Solutions Grant

THIS AGREEMENT is made and entered into the [DAY] day of [MONTH], [YEAR], by and between the CITY OF FRESNO, a California municipal corporation (CITY), and [RECIPIENT NAME], a California 501(c)(3) not-for-profit Corporation (RECIPIENT). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

CITY has received a grant commitment from the United States Department of Housing and Urban Development (HUD) to administer and implement the Emergency Solutions Grant (ESG) in the CITY of Fresno in accordance with the provisions of 24 CFR Part 576 et seq. and California law.

The purpose of the ESG grant is to provide assistance to the homeless and those at risk of becoming homeless to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the CITY.

Then CITY issued a Notice of Funding Available (NOFA) on [DATE] to solicit for proposals with specific plans to provide eligible ESG services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless and related indirect costs (up to a de minimus indirect rate of 10% of modified total direct costs eligible under the ESG award). The contract award is contingent upon the following conditions:

- The RECIPIENT is a member of the Fresno- Madera Continuum of Care.
- The RECIPIENT shall submit a quarterly ESG report to the City utilizing the attached Quarterly Report template. The RECIPIENT shall select clients through the Coordinated Entry System.
- The RECIPIENT must have a signed "Letter of Commitment" for matching funds and a ledger at the time of the execution of the contract and be able to demonstrate that they have access to matching funds for eligible activities prior to contract execution.
- The RECIPIENT shall provide client evaluations to determine eligibility of other applicable programs and permanent housing solutions.

In response to the NOFA, RECIPIENT submitted a Proposal which included a Scope of Work and cost proposal (Budget) as described in **Exhibits A** and **B** respectively and represents it is capable and qualified to meet all the requirements of the NOFA and this Agreement.

Pursuant to CITY Resolution No. [RESOLUTION NUMBER] the CITY Manager is authorized to execute ESG Agreements, on behalf of the CITY, that are within available allocate ESG funding and in a standard form approved by the CITY Attorney.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and premises hereinafter combined to be kept and performed by the respective Parties, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS. Wherever used in this Agreement or any of the contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- A. "ACT" – 24 CFR Part 576 et seq. as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).
- B. "Administrator" and "Contract Administrator" shall mean the Manager of the Housing and Community Development Division of the Planning and Development Department of CITY or his or her designee.
- C. "Bid Proposal" and "Proposal" shall mean RECIPIENT's response to the NOFA including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.
- D. "Budget" shall mean RECIPIENT's Cost Proposal submitted with the Bid Proposal.
- E. "CITY Manager" shall mean the CITY Manager of CITY.
- F. "Comparable Database" shall mean a required database for providers of services for victims of domestic which is compliant with HUD HMIS Data Standards.
- G. "Contract" or "Contract Documents" shall mean and refer to this Agreement including its exhibits and the NOFA and Bid Proposal with all attachments and addenda thereto.
- H. "ESG" shall mean the Emergency Solutions Grant as set forth in the ACT.
- I. "General Conditions" or "General Requirements" shall mean the General Requirements contained in the NOFA.
- J. "Di Minimus Indirect Rate" shall mean 10% of modified total direct cost (MTDC) and is further described at 24 CFR 200.68 and 24 CFR 200.414(f) including referenced appendices.
- K. "HMIS" means the Homeless Management Information System. HMIS is the information system designated by the local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
- L. "HMIS Data Standards" serve as the foundation for data base software construction, data entry, analysis and reporting.
- M. "HMIS System Administrator" shall mean the individual(s) whose job it is to manage the HMIS implementation at the local level: enrolling programs and managing appropriate use, supporting users through connection to, or direct provision of, user training, and overseeing system setup.
- N. "Modified Total Direct Cost" (MTDC) shall mean all ESG eligible direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and

subawards and subcontracts up to the first \$25,000 of each subaward or subcontract regardless of the period of performance of the subawards and subcontracts under the award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of the subaward and subcontract in excess of \$25,000. (2 CFR 200.68).

O. "Program" shall mean services provided under the Federal funding source.

P. "Program Component" shall mean the five program components of: Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention, and HMIS as more fully described at 24 CFR 576.101 through 576.107. Administration of the program is an activity and not a Program Component.

Q. "Program income" for the specific purpose of this Agreement shall be as defined in the ACT. Unless otherwise provided for in the ACT, program income shall include any and all gross income earned by or accruing to RECIPIENT in its pursuit hereof provided that the term program income does not include rebates, credits, discounts or refunds realized by RECIPIENT in its pursuit hereof.

R. "Project" shall mean the RECIPIENT'S operating name for distinct ESG Program Component.

S. "NOFA" shall mean the Request for Proposal Number [PROPOSAL NUMBER] for the CITY of Fresno Emergency Solutions Grant dated [DATE] including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

T. "Scope of Services or Services" shall mean those services submitted with RECIPIENT's bid proposal to be offered in fulfillment of the Program and included in **Exhibit A**.

U. Subaward shall mean an award of City funds provided by the RECIPIENT to a Subrecipient in order to carry out a part of RECIPIENT's program, program component and/or Project.

V. Subcontract shall mean a RECIPIENT's agreement, with a vendor or subcontractor, which is selected in accordance with the RECIPIENT's board-approved procurement policy and Federal procurement and contracting requirements at 2 CFR 200.318 through 200.326.

W. Subrecipient shall mean an entity that receives a Subaward from the RECIPIENT to carry out a part of the program, program component and/or project, but shall not include an individual that is a beneficiary of such program. A Subrecipient may also be a Recipient of other grant awards directly from the CITY.

1. Contract Administration. This Agreement including all the Contract Documents shall be administered according to the order of precedence set forth herein for CITY by Administrator who shall be RECIPIENT's point of contact and to whom RECIPIENT shall report.

2. Scope of Services. RECIPIENT shall provide the Program in conformance with the Contract Documents and perform to the satisfaction of CITY

those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence on [DATE] and shall end [DATE], which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed [MONETARY AMOUNT] (\$[MONETARY AMOUNT]) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the RECIPIENT to the CITY with each request for reimbursement. The RECIPIENT's request for reimbursement shall also be in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation. Notwithstanding any payment provisions herein, RECIPIENT's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for CITY to suspend or delay reimbursement payments to RECIPIENT.

a. Payments shall be made by the CITY to RECIPIENT in arrears for services provided during the preceding month. Such payment by CITY shall be made in the normal course of business, within thirty (30) days after the date of receipt by CITY of a correctly completed and supported invoice in accordance with the provisions of this paragraph and shall be for the actual expenditures incurred by RECIPIENT in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All invoices are to be submitted CITY at the address given for notices on the signature page hereof or at such address the CITY may from time to time designate by written notice.

b. The Administrator may, in his or her sole discretion, agree in writing to revise the payment schedule in subsection (a), above, upon RECIPIENT's showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the total amount provided for in subsection.

c. Any funds paid by CITY hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of CITY and shall be remitted to CITY within 10 days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to CITY. Upon any dissolution of RECIPIENT, all funds advanced pursuant to this Agreement and not expended shall be returned to CITY.

d. CITY will not be obligated to make any payments under this

Agreement if the request for payment is received by the CITY more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

e. RECIPIENT understands and agrees that the availability of ESG Funding hereunder is subject to the control of HUD and should the ESG Funding be encumbered, withdrawn, or otherwise made unavailable to CITY whether earned or promised to RECIPIENT and/or should CITY in any fiscal year hereunder fail to appropriate said funds, CITY shall not provide said funds to RECIPIENT unless and until they are made available for payment to CITY by HUD and CITY receives and appropriates said Funds. No other funds owned or controlled by CITY shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the CITY as provided in section 9 below.

f. RECIPIENT shall use the funds provided by CITY solely for the purpose of providing the services required under subsection 2 of this Agreement.

5. Matching Funds Requirements of RECIPIENT: RECIPIENT agrees to match all ESG funding disbursed to it by CITY on a dollar for dollar basis. Donated funds, material and labor may be used as matching funds. Time contributed by volunteers shall be calculated pursuant to 42 CFR section 576.01 (e)(2) and any subsequent amendments. RECIPIENT shall determine the value of donated material or building space using a method based on fair market value. Other federal funds may be used as matching funds unless expressly prohibited by law or contract. Unless otherwise provided by applicable law or contract, matching funds shall be applied in furtherance of the Scope of Work hereunder. Matching funds must be applied in furtherance of the services hereunder to qualify.

6. Loss of Third-Party Funding: In the event any funding provided by a party other than CITY for the Program or services being performed by RECIPIENT is suspended, reduced or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 9 below. RECIPIENT shall notify CITY in writing within 7 days if any of the following events occur:

a. Suspension, reduction or withdrawal of RECIPIENT'S funding by other funding source(s).

b. Addition or resignation of any of RECIPIENT'S Board of Director members.

c. Resignation or termination of any of RECIPIENT'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.

d. The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed 30 days to allow RECIPIENT to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such

plan will be subject to the requirements in Section 14 below.

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

8. Events of Default. When in the opinion of CITY, there is an occurrence of any one or more of the following provisions it will represent an *Event of Default* for purposes of this Agreement.

- a. An illegal or improper use of funds.
- b. A failure to comply with any term, covenant or condition of this Agreement.
- c. Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.
- d. The services required hereunder are incapable of or are improperly being performed by RECIPIENT.
- e. Refusal of RECIPIENT to accept change under Section 16
- f. RECIPIENT fails to maintain any required insurance.
- g. There is a loss of third party funding (see Section 6 above).
- h. RECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen (14) days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen (14) days.
- i. RECIPIENT's failure, inability or admission in writing of its inability to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.
- j. A receiver, trustee, or liquidator being appointed for RECIPIENT or any substantial part of RECIPIENT's assets or properties, and not removed within ten days.
- k. RECIPIENT's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

9. Termination and Remedies. Upon the occurrence of an Event of Default, CITY shall give written notice RECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured,

provided, however that if such failure cannot be remedied in such time, RECIPIENT shall have an additional thirty (30) days to remedy such failure so long as RECIPIENT is diligently and in good faith pursuing such remedy.

a. This Agreement shall terminate without any liability of CITY to RECIPIENT upon the earlier of: (i) the happening of an Event of Default by RECIPIENT and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) 7 calendar days prior written notice without cause by CITY to RECIPIENT; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the services provided by RECIPIENT; or (iv) expiration of this Agreement.

b. Immediately upon any termination or expiration of this Agreement, RECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of RECIPIENT that are owned by CITY. Subject to the terms of this Agreement, RECIPIENT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. RECIPIENT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

- c. Upon any breach of this Agreement by RECIPIENT, CITY may
- i. exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law;
 - ii. proceed by appropriate court action to enforce the terms of the Agreement; and/or
 - iii. recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

d. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement or any default which may then exist on the part of RECIPIENT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach or default.

e. CITY expressly reserves the right to demand of RECIPIENT the repayment to CITY of any funds disbursed to RECIPIENT under this Agreement which, in the judgment of CITY, were not expended in accordance with the terms of this Agreement, and RECIPIENT agrees to promptly refund any such funds within 10 days of CITY'S written demand.

10. Indemnification. To the furthest extent allowed by law, RECIPIENT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation

expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of RECIPIENT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive expiration or termination of this Agreement.

11. Insurance.

a. Throughout the life of this Agreement, RECIPIENT shall pay for and maintain in full force and effect all insurance as required in **Exhibit D** or as may be authorized in writing by CITY'S Risk Manager or his or her designee at any time and in his or her sole discretion.

b. If at any time during the life of the Agreement or any extension, RECIPIENT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to RECIPIENT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve RECIPIENT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

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

d. Upon request of CITY, RECIPIENT 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.

e. If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to

provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

12. On-Site Monitoring. Authorized representatives of HUD and/or the CITY shall have the right to monitor the RECIPIENT's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings: RECIPIENT shall reasonably make its facilities, books, records, reports and accounts available for CITY's inspection in pursuit hereof.

This section 12 shall survive termination or expiration of this Agreement.

13. Records, Reports and Inspection.

a. RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, RECIPIENT shall comply with all applicable requirements of CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$750,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the RECIPIENT's fiscal year end.

RECIPIENT shall be responsible for determining the applicability of the foregoing:

i. On a quarterly basis, RECIPIENT shall submit to CITY, a report utilizing and completing the form attached as EXIBIT C – ESG Quarterly Report. The report shall be submitted within thirty days of the close of each quarter of the fiscal year for the duration of the Agreement. RECIPIENT shall ensure the ESG grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- RECIPIENT NAME:
- RECIPIENT ID (DUNS #):
- Federal Award Identification Number (ESG Grant #)
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to RECIPIENT:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban

Development

- Name of pass-through entity: CITY of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.231
- CFDA Name: Emergency Solutions Grant
- Identification of R&D: No
- Indirect cost rate for the Federal award: Up to the di minimus 10% indirect cost rate allowed by CITY of Fresno

ii. Annually, RECIPIENT shall submit a report on clients served and activities assisted with ESG funds by uploading HMIS data within 10 days of receipt of the HUD Sage hyperlink into the Sage HMIS Reporting Repository.

iii. RECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 576.500

iv. RECIPIENT shall retain such records for a period of five (5) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later. The records retention period may be extended whenever:

a. any litigation, claim, or audit is started before the expiration of the five year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

b. the RECIPIENT is notified in writing by the CITY to extend the retention period.

v. RECIPIENT is to prepare written financial statements, and completed ESG Quarterly Report, each in the form attached hereto as **Exhibit C** incorporated herein, each covering matters pertaining to the Scope of Services contained in **Exhibit A**, to be submitted to CITY no later than the thirtieth (30th) of the month following the end of each quarter hereunder for the duration hereof, absent CITY's prior written consent in cases of unusual circumstances as determined in the sole discretion of the CITY.

b. During the life of this Agreement and for a period of five (5) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later, RECIPIENT shall, at any time during normal business hours and as often as CITY and/or HUD or the authorized representative of either CITY or HUD may deem necessary, make available to them or any one of them, within the CITY of Fresno, such statements, records, reports, data and information as they may request pertaining to matters covered by this Agreement and permit them or any one of them to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. RECIPIENT shall also permit and cooperate with on-site

monitoring and personal interviews of participants, RECIPIENT'S staff, and employees by Administrator and other CITY and/or HUD representatives.

c. The RECIPIENT is required to participate in the Fresno Madera Continuum of Care (FMCoC). Participation is defined as attendance of the Member or the Alternate Member at a minimum of 75% of all FMCoC Director's meetings. RECIPIENT's attendance shall be confirmed through the Board-approved minutes of the FMCoC Board of Directors' meeting. Recipient shall attach the most currently available monthly minutes of the FMCoC are to be attached to the ESG Quarterly Report.

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

e. If RECIPIENT is a legal services or domestic violence victim services RECIPIENT, requiring client-level information to remain confidential, they will be required to establish a comparable client-level database internal to its organization (e.g. no identifying data shared with the HMIS or the CITY and will provide only aggregate data to the CITY as required). RECIPIENT will work with the HMIS System Administrator to determine that the alternative database meets the standards for comparable client-level databases, including compliance with the HMIS Data Standards which are acceptable to HUD and the CITY.

f. All data elements specified above in 13(e) must be recorded for each ESG project in HMIS and the fields needed to correctly generate the performance reports are required to be collected in the comparable database.

g. The RECIPIENT is required to provide housing unit and client data to the CITY of Fresno, or designee, to include in the Point in Time survey as administered by the Fresno-Madera Continuum of Care and as required by the HEARTH Act of 2009.

This Section 13 shall survive expiration or termination of this Agreement.

14. Subawards. The RECIPIENT shall not enter into an Agreement making a Subaward to a Subrecipient for any work contemplated under the Agreement without first obtaining the CITY's written approval of the Subaward Agreement.

a. An executed copy of every such subcontract approved by the Administrator shall be provided to CITY prior to implementation for retention in CITY's

files.

b. RECIPIENT is responsible to CITY for the proper performance of any subcontract. No such subcontract shall relieve RECIPIENT of its obligations under this Agreement.

c. Any subcontract shall be subject to all the terms and conditions of this Agreement.

d. No officer or director of RECIPIENT shall have any direct or indirect financial interest in any subcontract made by RECIPIENT or in any loan, purchase of property, or any other arrangement made by RECIPIENT, by whatever name known.

15. Conflict of Interest and Non-Solicitation.

a. Prior to CITY'S execution of this Agreement, RECIPIENT 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, RECIPIENT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by RECIPIENT in such statement.

b. RECIPIENT shall comply, and require its subcontractors to comply, with all applicable federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.). At any time, upon written request of CITY, RECIPIENT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, RECIPIENT and the respective subcontractor(s) are in full compliance with all laws and regulations. RECIPIENT 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, RECIPIENT shall immediately notify CITY of these facts in writing.

c. In performing the work or services to be provided hereunder, RECIPIENT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body or within one year of their termination therefrom. This requirement may be waived in writing by the CITY Manager, if no actual or potential conflict is involved.

d. RECIPIENT 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.

ARTICLE 2 FEDERAL REQUIREMENTS

16. RECIPIENT warrants, covenants and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR

Part 35 and 24 CFR 982.401(j). In this regard RECIPIENT shall be responsible for all inspection, testing and abatement activities.

a. The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

b. The RECIPIENT agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and HUD implementing regulation 24 CFR Part 8.

c. RECIPIENT agrees to comply with the federal requirements set forth in 24 CFR Part 5, except as explicitly modified below, and use of emergency shelter grant amounts must comply with the following requirements: (a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR Part 5 are modified as follows:

i. Rehabilitation Act requirements. HUD's regulations at 24 CFR Part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended. For purposes of the emergency shelter grants program, the term *dwelling units* in 24 CFR Part 8 shall include sleeping accommodations.

ii. RECIPIENT shall make known that use of the facilities and Services are available to all on a nondiscriminatory basis. If the procedures that the RECIPIENT intends to use to make known the availability of the facilities and Services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and Services, the RECIPIENT must establish additional procedures that will ensure that such persons are made aware of the facilities and Services. The RECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

iii. The RECIPIENT shall be responsible for complying with the policies, guidelines, and requirements of 24 CFR Part 85 (codified pursuant to OMB Circular No. A-102) and OMB Circular No. A-87, as they relate to the acceptance and use of ESG funding by CITY, and Nos. A-110 and A-122 as they relate to the acceptance and use of emergency shelter grant amounts by private nonprofit organizations.

d. The RECIPIENT will be responsible for all aspects project contract award and management including the advertising for bids and shall award the contract to the lowest responsible and responsible bidder. The RECIPIENT shall verify with the Labor Relations and Equal Opportunity Division of the HUD Area Office that the low

bidder has not been debarred or suspended from participating in federal projects.

e. RECIPIENT warrants, covenants and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 576.23. Without limitation, RECIPIENT shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship, engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, RECIPIENT does not intend to utilize ESG funding to construct, rehabilitate or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 576.23.

f. RECIPIENT shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future environmental law, rule, regulation, ordinance, or statute. RECIPIENT agrees that, if CITY has reasonable grounds to suspect any such violation, RECIPIENT shall be entitled to thirty (30) days' notice and opportunity to cure such violation. If the suspected violation is not cured, CITY shall have the right to retain an independent consultant to inspect and test the subject facilities for such violation. If a violation is discovered, RECIPIENT shall pay for the cost of the independent consultant.

g. The 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards referenced in this Agreement are available at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

17. Relocation.

a. RECIPIENT shall assure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of this project and the Services rendered in pursuit thereof.

b. A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

18. Further Assurances.

a. This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of RECIPIENT enforceable against RECIPIENT in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

b. RECIPIENT represents and warrants as of the date hereof that RECIPIENT has obtained and, to the best of RECIPIENT's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses presently required by law to be obtained by

RECIPIENT for the Services as of the date hereof.

c. In the performance of this Agreement, RECIPIENT shall promptly and faithfully comply with, conform to and obey the ACT and all amendments thereto, and shall maintain all facilities hereunder in compliance with building, health and safety codes.

d. RECIPIENT shall be solely responsible and liable for any recapture or repayment obligation imposed by HUD due to any act or omission of RECIPIENT in pursuit hereof.

e. RECIPIENT acknowledges that RECIPIENT, not the CITY, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The CITY makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or similar or different matters. RECIPIENT further acknowledges that the CITY shall not be liable or responsible at law or in equity for any failure by RECIPIENT to comply with any such laws, regardless of whether the CITY knew or should have known of the need for such compliance, or whether the CITY failed to notify RECIPIENT of the need for such compliance.

f. RECIPIENT agrees to comply with the CITY's Fair Employment Practices and shall not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran with disabilities or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, RECIPIENT agrees as follows:

g. RECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability 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.

h. RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. RECIPIENT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, 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. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

i. RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

j. RECIPIENT 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 RECIPIENT's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 3 GENERAL PROVISIONS

19. Amendment. This Agreement shall not be modified except by written amendment approved by the CITY Council and signed by the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by RECIPIENT to accept the change is grounds for termination of this Agreement. Notwithstanding the foregoing, approval of the CITY Council is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion; (iii) changes to the insurance requirements specified in **Exhibit D** approved by CITY's Risk Manager in his or her sole discretion, and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

20. Public Information. RECIPIENT shall disclose all of its funding sources to CITY which, thereafter, will be public information.

21. Copyrights/Patents.

a. If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. CITY reserves a royalty-free, nonexclusive, irrevocable and assignable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

b. Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to CITY for determination by CITY as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved

henceforth onto CITY), shall be imposed and administered, in order to protect the public interest.

22. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

23. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before any legislative body.

24. 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. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

25. Nondiscrimination. To the extent required by controlling federal, state and local law, RECIPIENT 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, RECIPIENT agrees as follows:

a. RECIPIENT 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. RECIPIENT 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. RECIPIENT 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 RECIPIENT'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. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c. RECIPIENT will, in all solicitations or advertisements for

employees placed by or on behalf of RECIPIENT 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. RECIPIENT 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 RECIPIENT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. Independent Contractor.

a. In the furnishing of the services provided for herein, RECIPIENT is acting as an independent contractor. Neither RECIPIENT, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venture, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which RECIPIENT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that RECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

b. This Agreement does not evidence a partnership or joint venture between RECIPIENT and CITY. RECIPIENT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, RECIPIENT shall bear its own costs and expenses in pursuit thereof.

c. Because of its status as an independent contractor, RECIPIENT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. RECIPIENT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, RECIPIENT shall be solely responsible and save CITY harmless from all matters relating to payment of RECIPIENT'S employees, including, without limitation, compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, RECIPIENT may be providing services to others unrelated to CITY or to this Agreement.

27. 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.

28. Binding. 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.

29. Assignment.

a. This Agreement is personal to RECIPIENT and there shall be no assignment by RECIPIENT of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by RECIPIENT, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

b. RECIPIENT hereby agrees not to assign the payment of any monies due RECIPIENT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due RECIPIENT directly to RECIPIENT.

30. Compliance with Law. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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 any Party, but rather by construing the terms in accordance with their generally accepted meaning.

36. 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.

37. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

38. Precedence of Documents. The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements or this Agreement the one dated later having precedence over another dated earlier; (4) ESG Policies and Procedures (5) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

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, are null and void.

39. 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.

40. 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.

[SIGNATURE APPEAR 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

[RECIPIENT NAME],
[Legal Identity]

By: _____
Georgeanne White,
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

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

By: _____ Date _____
Tracy N. Parvanian
Senior Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Deputy

REVIEWED BY:

Addresses:

CITY:
City of Fresno
Attention: [Name]
[Title]
[Street Address]
Fresno, CA [Zip]
Phone: (559) [#]
FAX: (559) [#]

RECIPIENT:
[Recipient Name]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – ESG Quarterly Report
4. Exhibit D – Insurance Requirements
5. Exhibit E – Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES **Agreement “Between” City of Fresno and** **[RECIPIENT NAME]** **Emergency Solutions Grant** **Project Title**

[INSERT SCOPE HERE]

EXHIBIT B

BUDGET SUMMARY **Agreement “Between” City of Fresno and** **[RECIPIENT NAME]** **Emergency Solutions Grant** **Project Title**

[INSERT BUDGET HERE]

EXHIBIT C

ESG Quarterly Report

Instructions:	
All blue background cells are to be locked on the base report template	All gray background cells are to be locked on the base report template
All green cells are to be locked after being filled in by P&D-HCD Staff	
All yellow background cells are to be left unlocked so that subrecipient can make entries	

Project Sponsor:		Activity(s):	RR
Date of Contract Execution (mm/dd/yyyy)	01/00/00	Accomplishment Year (HUD Program Year)	2022
Period of Performance Start Date (mm/dd/yyyy)	01/00/00	Period of Performance End Date (mm/dd/yyyy)	01/00/00
Accomplishment Narrative: (Maximum 500 characters)			
Number of Persons Engaged			
Number of Persons Contacted Once			0
Number of Persons 2- 5 Contacts			0
Number of Persons 6-9 Contacts			0
Number of Persons 10 + Contacts			0
Total Persons Engaged			0
Number of Persons Served			
Total Number of Persons Served			0
Number of Adults (Age 18 or Over)			0
Number of Children (Under Age 18)			0

Number of Persons with Unknown Age			0
Total Persons Served			0
Persons Fleeing Domestic Violence Upon Entry			
Yes, Fleeing Domestic Violence			0
Not Fleeing Domestic Violence			0
Number of Veterans Served	Without Children	With Children and Adults	Total
Chronically Homeless Veteran	0	0	0
Non-Chronically Homeless Veteran	0	0	0
Total Veterans Served			0
Number of Stayovers from Prior Reporting Period			
Number of Stayovers from Prior Report Period			0
Number of Leavers			
Number of Leavers			0
Number of Adult Leavers			0
Number of Adult and Head of Household Leavers			0
Total Number of Leavers			0
Number of Stayers at End of Reporting Period			
Number of Stayers			0
Number of Adult Stayers			0
Total Number of Stayers			0
Length of Participation		Leavers	Stayers
0 to 7 days		0	0
8 to 14 days		0	0
15 to 21 days		0	0
22 to 30 days		0	0
31 to 60 days		0	0
61 to 90 days		0	0
91 to 180 days		0	0
181 to 365 days		0	0
366 to 730 days (1-2 Yrs)		0	0
731 to 1,095 days (2-3 Yrs)		0	0
1,096 to 1,460 days (3-4 Yrs)		0	0
1,461 to 1,825 days (4-5 Yrs)		0	0
More than 1,825 days (> 5 Yrs)		0	0
Data Not Collected		0	0
Total		0	0
Other Characteristics of Persons Served			
Number of Chronically Homeless Persons			0
Number of Youth Under Age 25			0
Number of Parenting Youth Under Age 25 with Children			0

Number of Adult Heads of Household		0	
Number of Child and Unknown-Age Heads of Household		0	
Expenditures			
Total ESG Expended (PYTD)	\$ -		
Street Outreach Expenditures	\$ -	Rapid Rehousing Expend.	\$ -
Emergency Shelter Expend.	\$ -	Homeless Prevention Expend.	\$ -
Report Prepared by:	0	Date Prepared	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

EXHIBIT D

Agreement “Between” City of Fresno And

[RECIPIENT NAME]

Emergency Solutions Grant

Project Title

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 (Errors and Omissions) insurance appropriate to RECIPIENT’S profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**

- (i) \$1,000,000 per occurrence for bodily injury and

- property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;\$2,000,000 aggregate for products and completed operations; and,
- (iii) \$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. OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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** (Errors and Omissions):

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

UMBRELLA OR EXCESS INSURANCE

In the event RECIPIENT 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

RECIPIENT shall be responsible for payment of any deductibles contained in any

insurance policy(ies) required herein and RECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) RECIPIENT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. RECIPIENT 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 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 related to this Agreement, RECIPIENT'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 RECIPIENT'S insurance and shall not contribute with it. RECIPIENT 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.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: RECIPIENT and its insurer shall waive any right

of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the *Professional Liability (Errors and Omissions) 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 RECIPIENT.
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 RECIPIENT, RECIPIENT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty

(30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. RECIPIENT 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, RECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, RECIPIENT 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.

VERIFICATION OF COVERAGE

RECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY’S Risk

Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, RECIPIENT 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 E
DISCLOSURE OF CONFLICT OF INTEREST
Emergency Solutions Grant
Project Title



Housing and Community Development Division
Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Name of Subrecipient or Applicant

Conflict of Interest Regulations may be
found at: 24 CFR 92.356, 24 CFR
570.611, 24 CFR 574.625, 24 CFR
576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1), an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

- ☐ Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name Signature Date

OR

- ☐ Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name Signature Date

Please provide a separate certification for each "covered person" and select the type of covered person.

- ☐ Employee ☐ Agent ☐ Consultant ☐ Officer ☐ Elected Official ☐ Appointed Official

The Covered Person is:

- ☐ Subrecipient/Applicant "covered person"
☐ Family member-name: _____ (please print clearly)
☐ Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.



HOPWA Subrecipient Agreement

**AGREEMENT BETWEEN [PROJECT SPONSOR NAME]
AND THE CITY OF FRESNO TO PROVIDE HOUSING OPPORTUNITIES
FOR PERSONS WITH AIDS GRANT SERVICES TO THE HOMELESS
AND THOSE AT RISK OF BECOMING HOMELESS**

THIS AGREEMENT is made and entered into the [DAY] day of [MONTH], [YEAR], by and between the CITY OF FRESNO, a California municipal corporation (CITY), as a Recipient of the Housing Opportunities for Persons with AIDS (HOPWA) Grant and [PROJECT SPONSOR NAME], a California 501(c)(3) not-for-profit Corporation (PROJECT SPONSOR). CITY and PROJECT SPONSOR are sometimes hereinafter referred to individually as a Party and collectively as Parties.

CITY has received a grant commitment from the United States Department of Housing and Urban Development (HUD) to administer and implement the Housing Opportunities for Persons with AIDS in the CITY of Fresno in accordance with the provisions of 24 CFR Part 574 et seq. and California law.

The purpose of the HOPWA grant is to provide assistance for persons with HIV/AIDS who are homeless and those at risk of becoming homeless to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the CITY.

Then CITY issued a Notice of Funding Availability (NOFA) on [DATE], to solicit proposals with specific plans to provide eligible HOPWA services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless and related grant administration (up to 7.0% of award). The contract award is contingent upon the PROJECT SPONSOR meeting the requirements of 24 CFR Part 574 and other conditions herein.

In response to the Letter of Interest, PROJECT SPONSOR submitted a Proposal which included a Scope of Work and cost proposal (Budget) as described in **Exhibits A and B**, respectively and represents it is capable and qualified to meet all the requirements of the Letter of Interest and this Agreement.

CITY, in accordance with its 2020-2024 Consolidated Plan and Fiscal Year (FY) [YEAR] Annual Action Plan, desires to provide HOPWA funds to PROJECT SPONSOR for activities and services, as more fully described in Exhibit A, Scope of Services, upon terms and conditions in this Agreement.

Pursuant to CITY Resolution No. [RESOLUTION NUMBER], the CITY Manager is authorized to execute HOPWA Agreements on behalf of the CITY that are within available allocated HOPWA funding, a standard for approved by the CITY Attorney.

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions and premises hereinafter combined to be kept and performed by the respective Parties, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS. Wherever used in this Agreement or any of the contract documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

“ACT” – 24 CFR Part 574 et seq. as revised by the Housing Opportunities for Persons with AIDS and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

“Administrator” and “Contract Administrator” shall mean the Manager of the Housing and Community Development Division of the Planning and Development Department of CITY or his or her designee.

“Bid Proposal” and “Proposal” shall mean PROJECT SPONSOR’s response to the Letter of Interest including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.

“Budget” shall mean PROJECT SPONSOR’s Cost Proposal submitted with the Bid Proposal.

“CITY Manager” shall mean the CITY Manager of CITY.

“Contract” or “Contract Documents” shall mean and refer to this Agreement including its exhibits and the NOFA and Bid Proposal with all attachments and addenda thereto.

“HOPWA” shall mean Housing Opportunities for Persons with AIDS as set forth in the ACT.

“General Conditions” or “General Requirements” shall mean the General Requirements contained in the NOFA.

“Program” shall mean services designed to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide necessary help to those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness within the parameters and requirements of the ACT and the HOPWA Policies and Procedures.

“Program income” for the specific purpose of this Agreement shall be as defined in the ACT. Unless otherwise provided for in the ACT, program income shall include any and all gross income earned by or accruing to PROJECT SPONSOR in its pursuit hereof provided that the term program income does not include rebates, credits, discounts or refunds realized by PROJECT SPONSOR in its pursuit hereof.

“Scope of Services or Services” shall mean those services submitted with PROJECT SPONSOR’s bid proposal to be offered in fulfillment of the Program and included in **Exhibit A**.

1. Contract Administration. This Agreement including all the Contract Documents shall be administered according to the order of precedence set forth herein for CITY by Administrator who shall be PROJECT SPONSOR’s point of contact and to whom PROJECT SPONSOR shall report.

2. Scope of Services. PROJECT SPONSOR shall provide the Program in conformity with the Contract Documents and perform to the satisfaction of CITY those services set forth in **Exhibit A** and services necessarily related or incidental thereto even though not expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of PROJECT SPONSOR shall commence as of [DATE], and shall end [DATE], which shall be the term of this Agreement, unless

terminated earlier as provided herein. Furthermore, the PROJECT SPONSOR will fully expend Program Year [YEAR] funds prior to the commencement of expending Program Year [YEAR] funds. The contract end dates may be extended three months after if funding has not yet been fully expended.

4. Compensation and Method of Payment. CITY shall pay PROJECT SPONSOR the aggregate sum of not to exceed [MONETARY AMOUNT] (\$[MONETARY AMOUNT]) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by PROJECT SPONSOR in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to PROJECT SPONSOR's performance of services under this Agreement shall be borne by the PROJECT SPONSOR. If PROJECT SPONSOR should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation. Notwithstanding any payment provisions herein, PROJECT SPONSOR's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for the CITY to suspend or delay reimbursement payments to PROJECT SPONSOR.

(a) Payments shall be made by the CITY to PROJECT SPONSOR in arrears, for services provided during the preceding month. Such payment by CITY shall be made in the normal course of business, within thirty (30) days after the date of receipt by CITY of a correctly completed invoice in accordance with the provisions of this paragraph and shall be for the actual expenditures incurred by PROJECT SPONSOR in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All invoices are to be submitted CITY at the address given for notices on the signature page hereof or at such address the CITY may from time to time designate by written notice.

(b) The Administrator may, in his or her sole discretion, agree in writing to revise the payment schedule in subsection (a), above, upon PROJECT SPONSOR's showing that such will facilitate delivery of the services; provided, however, that total payments under this Agreement shall not exceed the total amount provided for in subsection (a), and any amounts advanced are authorized and appropriated for that fiscal year of the CITY covering the period for which an advance is proposed.

(c) Any funds paid by CITY hereunder which remain unearned at the expiration or earlier termination of the Agreement shall be, and remain in trust, the property of CITY and shall be remitted to CITY within ten days of expiration or earlier termination of this Agreement. Any interest thereon must be credited to or returned to CITY. Upon any dissolution of PROJECT SPONSOR, all funds advanced pursuant to this Agreement and not expended shall be returned to CITY.

(d) CITY will not be obligated to make any payments under this Agreement if the request for payment is received by the CITY more than sixty days after the date of termination of this Agreement or the date of expiration of this Agreement, whichever occurs first.

(e) PROJECT SPONSOR understands and agrees that the availability of HOPWA Funding hereunder is subject to the control of HUD and should the HOPWA Funding be encumbered, withdrawn, or otherwise made unavailable to

CITY whether earned or promised to PROJECT SPONSOR and/or should CITY in any fiscal year hereunder fail to appropriate said funds, CITY shall not provide said funds to PROJECT SPONSOR unless and until they are made available for payment to CITY by HUD and CITY receives and appropriates said Funds. No other funds owned or controlled by CITY shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the CITY as provided in section 9 below.

(f) PROJECT SPONSOR shall use the funds provided by CITY solely for the purpose of providing the services required under subsection 2 (a) of this Agreement.

5. Matching Funds Not a Requirements of PROJECT SPONSOR: The HOPWA program does not require PROJECT SPONSOR to agree to match all HOPWA funding disbursed to it by CITY on a dollar for dollar basis.

6. Loss of Third-Party Funding: In the event any funding provided by a party other than CITY for the Program or services being performed by PROJECT SPONSOR is suspended, reduced or withdrawn, then Administrator may suspend this Agreement immediately upon its receipt of notice thereof, or terminate this Agreement as provided in Section 9 below. PROJECT SPONSOR shall notify CITY in writing within seven days if any of the following events occur:

(a) Suspension, reduction or withdrawal of PROJECT SPONSOR'S funding by other funding source(s).

(b) Addition or resignation of any of PROJECT SPONSOR'S Board of Director members.

(c) Resignation or termination of any of PROJECT SPONSOR'S staff, including those staff not funded by this Agreement but essential to the delivery of the services listed in **Exhibit A**.

(d) The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed thirty days to allow PROJECT SPONSOR to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such plan will be subject to the requirements in Section 14 below.

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

8. Events of Default. When in the opinion of CITY, there is an occurrence of any one or more of the following provisions it will represent an *Event of Default* for purposes of this Agreement.

(a) An illegal or improper use of funds.

(b) A failure to comply with any term, covenant or condition of this Agreement.

(c) Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.

(d) The services required hereunder are incapable of or are improperly being performed by PROJECT SPONSOR.

(e) Refusal of PROJECT SPONSOR to accept change under Section 16

(f) PROJECT SPONSOR fails to maintain any required insurance.

(g) There is a loss of third-party funding (see Section 6 above).

(h) PROJECT SPONSOR files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen days.

(i) PROJECT SPONSOR's failure, inability or admission in writing of its inability to pay its debts as they become due or PROJECT SPONSOR's assignment for the benefit of creditors.

(j) A receiver, trustee, or liquidator being appointed for PROJECT SPONSOR or any substantial part of PROJECT SPONSOR's assets or properties, and not removed within ten days.

(k) PROJECT SPONSOR's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

9. Termination and Remedies. Upon the occurrence of an Event of Default, CITY shall give written notice PROJECT SPONSOR of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, PROJECT SPONSOR shall have an additional thirty days to remedy such failure so long as PROJECT SPONSOR is diligently and in good faith pursuing such remedy.

(a) This Agreement shall terminate without any liability of CITY to PROJECT SPONSOR upon the earlier of: (i) the happening of an Event of Default by PROJECT SPONSOR and a failure to cure said Event of Default within the time specified in the notice of Event of Default; (ii) seven calendar days prior written notice without cause by CITY to PROJECT SPONSOR; (iii) CITY'S non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the services provided by PROJECT SPONSOR; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, PROJECT SPONSOR shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return

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

(c) Upon any breach of this Agreement by PROJECT SPONSOR, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement or any default which may then exist on the part of PROJECT SPONSOR, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach or default.

(e) CITY expressly reserves the right to demand of PROJECT SPONSOR the repayment to CITY of any funds disbursed to PROJECT SPONSOR under this Agreement which, in the judgment of CITY, were not expended in accordance with the terms of this Agreement, and PROJECT SPONSOR agrees to promptly refund any such funds within 10 days of CITY'S written demand.

10. Indemnification. To the furthest extent allowed by law, PROJECT SPONSOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of PROJECT SPONSOR, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If PROJECT SPONSOR should subcontract all or any portion of the services to be performed under this Agreement, PROJECT SPONSOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive expiration or termination of this Agreement.

11. Insurance.

(a) Throughout the life of this Agreement, PROJECT SPONSOR shall pay for and maintain in full force and effect all insurance as required in **Exhibit C** or as may be authorized in writing by CITY'S Risk Manager or his or her designee at any time and in his or her sole discretion.

(b) If at any time during the life of the Agreement or any extension, PROJECT SPONSOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to PROJECT SPONSOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve PROJECT SPONSOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by PROJECT SPONSOR shall not be deemed to release or diminish the liability of PROJECT SPONSOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by PROJECT SPONSOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of PROJECT SPONSOR, its principals, officers, agents, employees, persons under the supervision of PROJECT SPONSOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) Upon request of CITY, PROJECT SPONSOR 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.

(e) If PROJECT SPONSOR should subcontract all or any portion of the services to be performed under this Agreement, PROJECT SPONSOR shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with PROJECT SPONSOR and CITY prior to the commencement of any services by the subcontractor.

12. On-Site Monitoring. Authorized representatives of HUD and/or the CITY shall have the right to monitor the PROJECT SPONSOR's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings: PROJECT SPONSOR shall reasonably make its facilities, books, records, reports and accounts available for CITY's inspection in pursuit hereof.

This section 12 shall survive termination or expiration of this Agreement.

13. Records, Reports and Inspection.

(a) PROJECT SPONSOR shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally

accepted accounting principles, with respect to all matters covered by this Agreement.

As applicable, PROJECT SPONSOR shall comply with all applicable requirements of 2 CFR PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$750,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three months after the PROJECT SPONSOR's fiscal year end.

PROJECT SPONSOR shall comply with applicable portions of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. PROJECT SPONSOR shall be responsible for determining the applicability of the foregoing:

(i) On a quarterly basis, PROJECT SPONSOR shall submit to CITY, on a form attached as Exhibit E – Quarterly HOPWA Report, a performance report submitted within thirty days of the close of each quarter of the fiscal year for the duration hereof, absent CITY's prior written consent in cases of unusual circumstances as determined in the sole discretion of the CITY. PROJECT SPONSOR shall ensure the HOPWA grant funds provided by GRANTEE are clearly identified as a subaward and include the following information:

- PROJECT SPONSOR NAME:
- PROJECT SPONSOR ID (DUNS #):
- Federal Award Identification Number (HOPWA Grant #)
- Federal Award Date:
- Period of Performance:
- Federal Funds Obligated by this Agreement:
- Total Federal Funds Obligated to PROJECT SPONSOR:
- Total Amount of the Federal Award:
- Federal Award project description:
- Name of Federal awarding agency: Dept. of Housing Urban Development
- Name of pass-through entity: CITY of Fresno, California
- Award Official Contact Information: Name and Address
- CFDA Number: 14.241
- CFDA Name: Housing Opportunities for Persons with AIDS
- Identification of R&D: No
- Indirect cost rate for the Federal award: Up to 7% of combined administrative and indirect cost rate allowed by CITY of Fresno

(ii) PROJECT SPONSOR shall maintain all records required by the Federal regulations specified in 24 CFR 574.530

(iii) PROJECT SPONSOR shall retain such records for a period of four (4) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later. The records retention period may be extended whenever:

a. Any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

b. The PROJECT SPONSOR is notified in writing by the CITY to extend the retention period.

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

(c) During the life of this Agreement and for a period of five years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later, PROJECT SPONSOR shall, at any time during normal business hours and as often as CITY and/or HUD or the authorized representative of either CITY or HUD may deem necessary, make available to them or any one of them, within the CITY of Fresno, such statements, records, reports, data and information as they may request pertaining to matters covered by this Agreement and permit them or any one of them to audit and inspect all records, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement. PROJECT SPONSOR shall also permit and cooperate with on-site monitoring and personal interviews of participants, PROJECT SPONSOR'S staff, and employees by Administrator and other CITY and/or HUD representatives.

(d) The PROJECT SPONSOR is required to submit the HOPWA Consolidated Annual Performance and Evaluation Report (CAPER) on Form HUD-40110-D attached hereto as **Exhibit E**.

(e) PROJECT SPONSOR shall provide reports consistent with HUD reporting requirements at 24 CFR 91.520, including the number of individuals assisted and the types of assistance provided, as well as data on emergency transfers requested under 24 CFR 5.2005(e), pertaining to victims of domestic violence, dating violence, sexual assault, or stalking, including data on the outcomes of such requests.

This Section 13 shall survive expiration or termination of this Agreement.

14. Subawards. The PROJECT SPONSOR shall not enter into subawards for any work contemplated under the Agreement without first obtaining the CITY's written approval of any subaward and the form of subaward agreement.

(a) An executed copy of every such subcontract approved by the Administrator shall be provided to CITY prior to implementation for retention in CITY's files.

(b) PROJECT SPONSOR is responsible to CITY for the proper performance of any subcontract. No such subcontract shall relieve PROJECT SPONSOR of its obligations under this Agreement.

(c) Any subcontract shall be subject to all the terms and conditions of this Agreement.

(d) No officer or director of PROJECT SPONSOR shall have any direct or indirect financial interest in any subcontract made by PROJECT SPONSOR or in any loan, purchase of property, or any other arrangement made by PROJECT SPONSOR, by whatever name known.

15. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, PROJECT SPONSOR 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, PROJECT SPONSOR shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by PROJECT SPONSOR in such statement.

(b) PROJECT SPONSOR shall comply, and require its subcontractors to comply, with all applicable federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et seq., the California Political Reform Act (California Government Code Section 87100 et seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et seq.). At any time, upon written request of CITY, PROJECT SPONSOR shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, PROJECT SPONSOR and the respective subcontractor(s) are in full compliance with all laws and regulations. PROJECT SPONSOR 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, PROJECT SPONSOR shall immediately notify CITY of these facts in writing.

(c) In performing the work or services to be provided hereunder, PROJECT SPONSOR shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body or within one year of their termination therefrom. This requirement may be waived in writing by the CITY Manager, if no actual or potential conflict is involved.

(d) PROJECT SPONSOR 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.

ARTICLE 2 FEDERAL REQUIREMENTS

16. PROJECT SPONSOR warrants, covenants and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et

seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard PROJECT SPONSOR shall be responsible for all inspection, testing and abatement activities.

(a) The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

(b) The PROJECT SPONSOR agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and HUD implementing regulation 24 CFR Part 8.

(c) PROJECT SPONSOR agrees to comply with the federal requirements set forth in 24 CFR Part 5, except as explicitly modified below, and use of HOPWA grant amounts must comply with the following requirements: (a) Nondiscrimination and equal opportunity. The nondiscrimination and equal opportunity requirements at 24 CFR Part 5 are modified as follows:

(i) Rehabilitation Act requirements. HUD's regulations at 24 CFR Part 8 implement section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended. For purposes of the emergency shelter grants program, the term *dwelling units* in 24 CFR Part 8 shall include sleeping accommodations.

(ii) PROJECT SPONSOR shall make known that use of the facilities and Services are available to all on a nondiscriminatory basis. If the procedures that the PROJECT SPONSOR intends to use to make known the availability of the facilities and Services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such facilities and Services, the PROJECT SPONSOR must establish additional procedures that will ensure that such persons are made aware of the facilities and Services. The PROJECT SPONSOR must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

(iii) The PROJECT SPONSOR shall be responsible for complying with requirements of 200 PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as they relate to the acceptance and use of HOPWA grant amounts by private nonprofit organizations.

(d) The PROJECT SPONSOR will be responsible for all aspects project contract award and management including the advertising for bids and shall award the contract to the lowest responsible and responsible bidder. The PROJECT SPONSOR shall verify with the Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder has not been debarred or suspended from participating in federal projects.

(e) PROJECT SPONSOR warrants, covenants and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 574. Without limitation, PROJECT SPONSOR shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship, engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, PROJECT SPONSOR does not intend to utilize HOPWA funding to construct, rehabilitate or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 574.

(f) PROJECT SPONSOR shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future environmental law, rule, regulation, ordinance, or statute. PROJECT SPONSOR agrees that, if CITY has reasonable grounds to suspect any such violation, PROJECT SPONSOR shall be entitled to thirty days' notice and opportunity to cure such violation. If the suspected violation is not cured, CITY shall have the right to retain an independent consultant to inspect and test the subject facilities for such violation. If a violation is discovered, PROJECT SPONSOR shall pay for the cost of the independent consultant.

(g) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, is available at <https://www.ecfr.gov/current/title-2/part-200>

17. Relocation.

(a) PROJECT SPONSOR shall assure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of this project and the Services rendered in pursuit thereof.

(b) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

18. Further Assurances.

(a) This Agreement, when executed and delivered, shall constitute the legal, valid, and binding obligations of PROJECT SPONSOR enforceable against PROJECT SPONSOR in accordance with its respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other similar laws of general applicability affecting the enforcement of creditors' rights generally and (b) the application of general principles of equity without the joinder of any other party.

(b) PROJECT SPONSOR represents and warrants as of the date hereof that PROJECT SPONSOR has obtained and, to the best of PROJECT SPONSOR's knowledge, is in compliance with all federal, state, and local governmental reviews, consents, authorizations, approvals, and licenses

presently required by law to be obtained by PROJECT SPONSOR for the Services as of the date hereof.

(c) In the performance of this Agreement, PROJECT SPONSOR shall promptly and faithfully comply with, conform to and obey the ACT and all amendments thereto, and shall maintain all facilities hereunder in compliance with building, health and safety codes.

(d) PROJECT SPONSOR shall be solely responsible and liable for any recapture or repayment obligation imposed by HUD due to any act or omission of PROJECT SPONSOR in pursuit hereof.

(e) PROJECT SPONSOR acknowledges that PROJECT SPONSOR, not the CITY, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The CITY makes no express or implied representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or similar or different matters. PROJECT SPONSOR further acknowledges that the CITY shall not be liable or responsible at law or in equity for any failure by PROJECT SPONSOR to comply with any such laws, regardless of whether the CITY knew or should have known of the need for such compliance, or whether the CITY failed to notify PROJECT SPONSOR of the need for such compliance.

(f) PROJECT SPONSOR agrees to comply with the CITY's Fair Employment Practices and shall not employ discriminatory practices in the provision of the Services, employment of personnel, or in any other respect on the basis of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a veteran with disabilities or veteran of the Vietnam era, medical condition, or physical or mental disability. During the performance of this Agreement, PROJECT SPONSOR agrees as follows:

(i) PROJECT SPONSOR will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability 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.

(ii) PROJECT SPONSOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. PROJECT SPONSOR shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, sexual preference, national

origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, 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. PROJECT SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(iii) PROJECT SPONSOR will, in all solicitations or advertisements for employees placed by or on behalf of PROJECT SPONSOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability.

(iv) PROJECT SPONSOR 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 PROJECT SPONSOR's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 3 GENERAL PROVISIONS

19. Amendment. This Agreement shall not be modified except by written amendment approved by the CITY Council and signed by the parties. Where it is determined by the Administrator that there is a need to make any change in the Program, services to be performed, fiscal procedures and system, or the terms and conditions of this Agreement (including, without limitation, any changes necessary to comply with changes in federal, state, or local laws or regulations), refusal by PROJECT SPONSOR to accept the change is grounds for termination of this Agreement. Notwithstanding the foregoing, approval of the CITY Council is not required for (i) insubstantial adjustments in line items within the total approved budget, not affecting the total approved budget amount, approved by the Administrator in his/her sole discretion; (ii) insubstantial changes in the nature or scope of services specified in this Agreement approved by the Administrator in his/her sole discretion; (iii) changes to the insurance requirements specified in **Exhibit C** approved by CITY's Risk Manager in his or her sole discretion, and (iv) an extension to the term of the Agreement, not to exceed six months, in Administrator's sole discretion.

20. Public Information. PROJECT SPONSOR shall disclose all of its funding sources to CITY which, thereafter, will be public information.

21. Copyrights/Patents.

(a) If this Agreement results in a book or other copyrightable material, the author may seek any available copyright protection for the work unless a work for hire. CITY reserves a royalty-free, nonexclusive, irrevocable and assignable

license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

(b) Any discovery or invention arising out of or developed in the course of work aided by this Agreement, shall promptly and fully be reported to CITY for determination by CITY as to whether patent protection on such invention or discovery, including rights thereto under any patent issued thereon (reserved henceforth onto CITY), shall be imposed and administered, in order to protect the public interest.

22. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any political activity, or to further the election or defeat of any ballot measure or candidate for public office.

23. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending before any legislative body.

24. 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. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

25. Independent Contractor

(a) In the furnishing of the services provided for herein, PROJECT SPONSOR is acting as an independent contractor. Neither PROJECT SPONSOR, nor any of its officers, agents, or employees shall be deemed an office, agent, employee, joint venture, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which PROJECT SPONSOR shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that PROJECT SPONSOR is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between PROJECT SPONSOR and CITY. PROJECT SPONSOR shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, PROJECT SPONSOR shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, PROJECT SPONSOR and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. PROJECT SPONSOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, PROJECT SPONSOR shall be solely responsible and save CITY harmless from all matters relating to payment of PROJECT SPONSOR'S employees, including, without limitation, compliance with Social Security withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, PROJECT SPONSOR may be providing services to others unrelated to CITY or to this Agreement.

26. 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.

27. Binding. 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.

28. Assignment.

(a) This Agreement is personal to PROJECT SPONSOR and there shall be no assignment by PROJECT SPONSOR of its rights or obligations under this Agreement without the prior written approval of the Administrator. Any attempted assignment by PROJECT SPONSOR, its successors or assigns, shall be null and void unless approved in writing by the Administrator.

(b) PROJECT SPONSOR hereby agrees not to assign the payment of any monies due PROJECT SPONSOR from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due PROJECT SPONSOR directly to PROJECT SPONSOR.

29. Compliance with Law. In providing the services required under this Agreement, PROJECT SPONSOR shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 any Party, but rather by construing the terms in accordance with their generally accepted meaning.

35. 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.

36. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

37. Precedence of Documents. The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Permits from other agencies as may be required by law; (3) Supplemental Agreements or this Agreement the one dated later having precedence over another dated earlier; (4) HOPWA Policies and Procedures (5) General Conditions.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

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, are null and void.

38. 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.

39. 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.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF FRESNO,
a municipal corporation

[PROJECT SPONSOR NAME]
[LEGAL IDENTITY]

By: _____
Georgeanne White,
City Manager

By: _____
NAME]
[TITLE]

Date: _____

(Attach Notary Certificate of Acknowledgement

Date: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____

By: _____ Date
Tracy N. Parvanian
Senior Deputy City Attorney

Name: _____

Title: _____

(Attach Notary Certificate of Acknowledgement

ATTEST:
TODD STERMER, CMC
City Clerk

Date: _____

By: _____
Deputy

Addresses:
CITY:
City of Fresno
Attention: [Name]
Housing and Community Development
Manager
2600 Fresno Street, CH3N 3065
Fresno, CA 93721
Phone: (559) 621-8003

PROJECT SPONSOR:
[Project Sponsor]
Attention: [Name]
[Title]
[Street Address]
[City, State Zip]
Phone: [area code and #]
FAX: [area code and #]

Attachments:

1. Exhibit A – Scope of Services
2. Exhibit B – Budget Summary
3. Exhibit C – Insurance Requirements
4. Exhibit D – Conflict of Interest Disclosure Form
5. Exhibit E – Quarterly HOPWA Report
6. Exhibit F – Annual HOPWA CAPER, Form HUD-40110-D

EXHIBIT A

**FUNDED SCOPE OF SERVICES
Agreement Between the City of Fresno
and [PROJECT SPONSOR NAME]
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
(HOPWA)**

[]

EXHIBIT B

BUDGET SUMMARY

**Agreement Between City of Fresno
and [PROJECT SPONSOR NAME]
HOUSING OPPORTUNITIES for PERSONS WITH AIDS
(HOPWA)**

EXHIBIT C

Agreement Between City of Fresno and [PROJECT SPONSOR NAME] HOUSING OPPORTUNITIES for PERSONS WITH AIDS (HOPWA)

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 (Errors and Omissions) insurance appropriate to PROJECT SPONSOR’S profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**

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

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for 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** (Errors and Omissions):

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

UMBRELLA OR EXCESS INSURANCE

In the event PROJECT SPONSOR 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

PROJECT SPONSOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and PROJECT SPONSOR shall also be

responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) PROJECT SPONSOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. PROJECT SPONSOR 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 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 related to this Agreement, PROJECT SPONSOR'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 PROJECT SPONSOR'S insurance and shall not contribute with it. PROJECT SPONSOR 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.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: PROJECT SPONSOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) 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 PROJECT SPONSOR.
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 PROJECT SPONSOR, PROJECT SPONSOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. PROJECT SPONSOR 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, PROJECT SPONSOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, PROJECT SPONSOR 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.

VERIFICATION OF COVERAGE

PROJECT SPONSOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, PROJECT SPONSOR 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
HOUSING OPPORTUNITIES for PERSONS WITH AIDS
(HOPWA)**



Housing and Community Development Division
Planning and Development Department

No Conflict of Interest Certification – HUD CDBG, HOME, ESG and HOPWA Programs

Name of Subrecipient or Applicant

Conflict of Interest Regulations may be
found at: 24 CFR 92.356, 24 CFR
570.611, 24 CFR 574.625, 24 CFR
576.404, 2 CFR 112 and 2 CFR 318 (C)(1)

Subrecipient or Applicant acknowledges and understands that, under HUD conflict of interest rules under 24 CFR 92.356, 24 CFR 570.611, 24 CFR 574.625, 24 CFR 576.404, 2 CFR 112 and 2 CFR 318 (C)(1)], an employee, agent, consultant, officer, or elected or appointed official of the subrecipient, applicant or City of Fresno who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG, HOME, ESG or HOPWA funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities (each "Covered Person"), may not obtain a financial interest or benefit from a CDBG, HOME, ESG or HOPWA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(SELECT ONLY THE CERTIFICATION THAT APPLIES TO THIS AGREEMENT OR AGREEMENT OR APPLICATION. DO NOT SIGN BOTH.)

- ☐ Subrecipient or Applicant hereby certifies that no "covered person" in its agency or corporation is currently a Covered Person and has not been a Covered Person for a period of at least one (1) calendar year prior to the date of this agreement or application.

Name Signature Date

OR

- ☐ Subrecipient or Applicant hereby certifies that subrecipient/applicant organization includes a Covered Person as defined above, or because subrecipient/applicant has a family or business relationship with a Covered Person.

Name Signature Date

Please provide a separate certification for each "covered person" and select the type of covered person.

- ☐ Employee ☐ Agent ☐ Consultant ☐ Officer ☐ Elected Official ☐ Appointed Official

The Covered Person is:

- ☐ Subrecipient/Applicant "covered person"
☐ Family member-name: _____ (please print clearly)
☐ Business associate-name: _____ (please print clearly)

A Covered Person does not automatically disqualify an entity from participating in a HUD assisted program. If a covered person is identified, the Senior Management Analyst or Project Manager will assist you with the additional steps that must be taken before the organization's agreement or application can be funded.

A person may become a "covered person" at any time during the implementation process and this will include beneficiaries receiving assistance provided through this agreement or application who are or have a relationship with a covered person of the applicant or of City of Fresno. A new certification is required each time a covered person is identified.

EXHIBIT E
QUARTERLY REPORT

EXHIBIT F
Form HUD-40110-D



Housing Opportunities for Persons With AIDS (HOPWA) Program

Consolidated Annual Performance and Evaluation Report (CAPER) Measuring Performance Outcomes

OMB Number 2506-0133 (Expiration Date: 11/30/2023)

The CAPER report for HOPWA formula grantees provides annual information on program accomplishments that supports program evaluation and the ability to measure program beneficiary outcomes as related to: maintain housing stability; prevent homelessness; and improve access to care and support. This information is also covered under the Consolidated Plan Management Process (CPMP) report and includes Narrative Responses and Performance Charts required under the Consolidated Planning regulations. Reporting is required for all HOPWA formula grantees. The public reporting burden for the collection of information is estimated to average 41 hours per manual response, or less if an automated data collection and retrieval system is in use, along with 60 hours for record keeping, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD's requirements for reports submitted by HOPWA formula grantees are supported by 42 U.S.C. § 12911 and HUD's regulations at 24 CFR § 574.520(a). Grantees are required to report on the activities undertaken only, thus there may be components of these reporting requirements that may not be applicable. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless that collection displays a valid OMB control number. While confidentiality is not assured, HUD generally only releases this information as required or permitted by law.

Overview. The Consolidated Annual Performance and Evaluation Report (CAPER) provides annual performance reporting on client outputs and outcomes that enables an assessment of grantee performance in achieving the housing stability outcome measure. The CAPER fulfills statutory and regulatory program reporting requirements and provides the grantee and HUD with the necessary information to assess the overall program performance and accomplishments against planned goals and objectives.

HOPWA formula grantees are required to submit a CAPER demonstrating coordination with other Consolidated Plan resources. HUD uses the CAPER data to obtain essential information on grant activities, project sponsors, housing sites, units and households, and beneficiaries (which includes racial and ethnic data on program participants). The Consolidated Plan Management Process tool (CPMP) provides an optional tool to integrate the reporting of HOPWA specific activities with other planning and reporting on Consolidated Plan activities.

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Continued Use Periods. Grantees that used HOPWA funding for new construction, acquisition, or substantial rehabilitation of a building or structure are required to operate the building or structure for HOPWA-eligible beneficiaries for a ten (10) years period. If no further HOPWA funds are used to support the facility, in place of completing Section 7B of the CAPER, the grantee must submit an Annual Report of Continued Project Operation throughout the required use periods. This report is included in Part 6 in CAPER. The required use period is three (3) years if the rehabilitation is non-substantial.

Record Keeping. Names and other individual information must be kept confidential, as required by 24 CFR 574.440. However, HUD reserves the right to review the information used to complete this report for grants management oversight purposes, except for recording any names and other identifying information. **In the case that HUD must review client-level data, no client names or identifying information will be retained or recorded. Information is reported in aggregate to HUD without personal identification. Do not submit client or personal information in data systems to HUD.**

In connection with the development of the Department's standards for Homeless Management Information Systems (HMIS), universal data elements are being collected for clients of HOPWA-funded homeless assistance projects. These project sponsor records would include: Name, Social Security Number, Date of Birth, Ethnicity and Race, Gender, Veteran Status, Disabling Conditions, Residence Prior to Program Entry, Zip Code of Last Permanent Address, Housing Status, Program Entry

Administrative Costs: Costs for general management, oversight,

Date, Program Exit Date, Personal Identification Number, and Household Identification Number. These are intended to match the elements under HMIS. The HOPWA program-level data elements include: Income and Sources, Non-Cash Benefits, HIV/AIDS Status, Services Provided, Housing Status or Destination at the end of the operating year, Physical Disability, Developmental Disability, Chronic Health Condition, Mental Health, Substance Abuse, Domestic Violence, Medical Assistance, and T-cell Count. Other HOPWA projects sponsors may also benefit from collecting these data elements. HMIS local data systems must maintain client confidentiality by using a closed system in which medical information and HIV status are only shared with providers that have a direct involvement in the client's case management, treatment and care, in line with the signed release of information from the client.

Operating Year. HOPWA formula grants are annually awarded for a three-year period of performance with three operating years. The information contained in this CAPER must represent a one-year period of HOPWA program operation that coincides with the grantee's program year; this is the operating year. More than one HOPWA formula grant awarded to the same grantee may be used during an operating year and the CAPER must capture all formula grant funding used during the operating year. Project sponsor accomplishment information must also coincide with the operating year this CAPER covers. Any change to the period of performance requires the approval of HUD by amendment, such as an extension for an additional operating year.

Final Assembly of Report. After the entire report is assembled, number each page sequentially.

Filing Requirements. Within 90 days of the completion of each program year, grantees must submit their completed CAPER to the CPD Director in the grantee's State or Local HUD Field Office, and to the HOPWA Program Office: at HOPWA@hud.gov. Electronic submission to HOPWA Program office is preferred; however, if electronic submission is not possible, hard copies can be mailed to: Office of HIV/AIDS Housing, Room 7248, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, D.C., 20410.

Definitions

Adjustment for Duplication: Enables the calculation of unduplicated output totals by accounting for the total number of households or units that received more than one type of HOPWA assistance in a given service category such as HOPWA Subsidy Assistance or Supportive Services. For example, if a client household received both TBRA and STRMU during the operating year, report that household in the category of HOPWA Housing Subsidy Assistance in Part 3, Chart 1, Column [1b] in the following manner:

HOPWA Housing Subsidy Assistance		[1] Outputs: Number of Households
1.	Tenant-Based Rental Assistance	1
2a.	Permanent Housing Facilities: Received Operating Subsidies/Leased units	
2b.	Transitional/Short-term Facilities: Received Operating Subsidies	
3a.	Permanent Housing Facilities: Capital Development Projects placed in service during the operating year	
3b.	Transitional/Short-term Facilities: Capital Development Projects placed in service during the operating year	
4.	Short-term Rent, Mortgage, and Utility Assistance	1
5.	Adjustment for duplication (subtract)	1
6.	TOTAL Housing Subsidy Assistance (Sum of Rows 1-4 minus Row 5)	1

coordination, evaluation, and reporting. By statute, grantee administrative

costs are limited to 3% of total grant award, to be expended over the life of the grant. Project sponsor administrative costs are limited to 7% of the portion of the grant amount they receive.

Beneficiary(ies): All members of a household who received HOPWA assistance during the operating year including the one individual who qualified the household for HOPWA assistance as well as any other members of the household (with or without HIV) who benefitted from the assistance.

Chronically Homeless Person: An individual or family who : (i) is homeless and lives or resides individual or family who: (i) Is homeless and lives or resides in a place not meant for human habitation, a safe haven, or in an emergency shelter; (ii) has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least 1 year or on at least 4 separate occasions in the last 3 years; and (iii) has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions. Additionally, the statutory definition includes as chronically homeless a person who currently lives or resides in an institutional care facility, including a jail, substance abuse or mental health treatment facility, hospital or other similar facility, and has resided there for fewer than 90 days if such person met the other criteria for homeless prior to entering that facility. (See 42 U.S.C. 11360(2)) This does not include doubled-up or overcrowding situations.

Disabling Condition: Evidencing a diagnosable substance use disorder, serious mental illness, developmental disability, chronic physical illness, or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

Facility-Based Housing Assistance: All eligible HOPWA Housing expenditures for or associated with supporting facilities including community residences, SRO dwellings, short-term facilities, project-based rental units, master leased units, and other housing facilities approved by HUD.

Faith-Based Organization: Religious organizations of three types: (1) congregations; (2) national networks, which include national denominations, their social service arms (for example, Catholic Charities, Lutheran Social Services), and networks of related organizations (such as YMCA and YWCA); and (3) freestanding religious organizations, which are incorporated separately from congregations and national networks.

Grassroots Organization: An organization headquartered in the local community where it provides services; has a social services budget of \$300,000 or less annually, and six or fewer full-time equivalent employees. Local affiliates of national organizations are not considered "grassroots."

HOPWA Eligible Individual: The one (1) low-income person with HIV/AIDS who qualifies a household for HOPWA assistance. This person may be considered "Head of Household." When the CAPER asks for information on eligible individuals, report on this individual person only. Where there is more than one person with HIV/AIDS in the household, the additional PWH/A(s), would be considered a beneficiary(s).

HOPWA Housing Information Services: Services dedicated to helping persons living with HIV/AIDS and their families to identify, locate, and acquire housing. This may also include fair housing counseling for eligible persons who may encounter discrimination based on race, color, religion, sex, age, national origin, familial status, or handicap/disability.

HOPWA Housing Subsidy Assistance Total: The unduplicated number of households receiving housing subsidies (TBRA, STRMU, Permanent Housing Placement services and Master Leasing) and/or residing in units of facilities dedicated to persons living with HIV/AIDS and their families

and supported with HOPWA funds during the operating year.

Household: A single individual or a family composed of two or more persons for which household incomes are used to determine eligibility and for calculation of the resident rent payment. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability. Live-In Aides (see definition for Live-In Aide) and non-beneficiaries (e.g. a shared housing arrangement with a roommate) who resided in the unit are not reported on in the CAPER.

Housing Stability: The degree to which the HOPWA project assisted beneficiaries to remain in stable housing during the operating year. See *Part 5: Determining Housing Stability Outcomes* for definitions of stable and unstable housing situations.

In-kind Leveraged Resources: These are additional types of support provided to assist HOPWA beneficiaries such as volunteer services, materials, use of equipment and building space. The actual value of the support can be the contribution of professional services, based on customary rates for this specialized support, or actual costs contributed from other leveraged resources. In determining a rate for the contribution of volunteer time and services, use the criteria described in 2 CFR 200. The value of any donated material, equipment, building, or lease should be based on the fair market value at time of donation. Related documentation can be from recent bills of sales, advertised prices, appraisals, or other information for comparable property similarly situated.

Leveraged Funds: The amount of funds expended during the operating year from non-HOPWA federal, state, local, and private sources by grantees or sponsors in dedicating assistance to this client population. Leveraged funds or other assistance are used directly in or in support of HOPWA program delivery.

Live-In Aide: A person who resides with the HOPWA Eligible Individual and who meets the following criteria: (1) is essential to the care and well-being of the person; (2) is not obligated for the support of the person; and (3) would not be living in the unit except to provide the necessary supportive services. See *24 CFR 5.403 and the HOPWA Grantee Oversight Resource Guide* for additional reference.

Master Leasing: Applies to a nonprofit or public agency that leases units of housing (scattered-sites or entire buildings) from a landlord, and subleases the units to homeless or low-income tenants. By assuming the tenancy burden, the agency facilitates housing of clients who may not be able to maintain a lease on their own due to poor credit, evictions, or lack of sufficient income.

Operating Costs: Applies to facility-based housing only, for facilities that are currently open. Operating costs can include day-to-day housing function and operation costs like utilities, maintenance, equipment, insurance, security, furnishings, supplies and salary for staff costs directly related to the housing project but not staff costs for delivering services.

Outcome: The degree to which the HOPWA assisted household has been enabled to establish or maintain a stable living environment in housing that is safe, decent, and sanitary, (per the regulations at 24 CFR 574.310(b)) and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support.

Output: The number of units of housing or households that receive HOPWA assistance during the operating year.

Permanent Housing Placement: A supportive housing service that helps establish the household in the housing unit, including but not limited to reasonable costs for security deposits not to exceed two months of rent costs.

Program Income: Gross income directly generated from the use of HOPWA funds, including repayments. See grant administration requirements on program income at 2 CFR 200.307.

Project-Based Rental Assistance (PBRA): A rental subsidy program that is tied to specific facilities or units owned or controlled by a project sponsor. Assistance is tied directly to the properties and is not portable or transferable.

Project Sponsor Organizations: Per HOPWA regulations at 24 CFR 574.3, any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to provide eligible housing and other support services or administrative services as defined in 24 CFR 574.300. Project Sponsor organizations are required to provide performance data on households served and funds expended.

SAM: All organizations applying for a Federal award must have a valid registration active at sam.gov. SAM (System for Award Management) registration includes maintaining current information and providing a valid DUNS number.

Short-Term Rent, Mortgage, and Utility (STRMU) Assistance: A time-limited, housing subsidy assistance designed to prevent homelessness and increase housing stability. Grantees may provide assistance for up to 21 weeks in any 52-week period. The amount of assistance varies per client depending on funds available, tenant need and program guidelines.

Stewardship Units: Units developed with HOPWA, where HOPWA funds were used for acquisition, new construction and rehabilitation that no longer receive operating subsidies from HOPWA. Report information for the units is subject to the three-year use agreement if rehabilitation is non-substantial and to the ten-year use agreement if rehabilitation is substantial.

Tenant-Based Rental Assistance (TBRA): TBRA is a rental subsidy program similar to the Housing Choice Voucher program that grantees can provide to help low-income households access affordable housing. The TBRA voucher is not tied to a specific unit, so tenants may move to a different unit without losing their assistance, subject to individual program rules. The subsidy amount is determined in part based on household income and rental costs associated with the tenant's lease.

Transgender: Transgender is defined as a person who identifies with, or presents as, a gender that is different from the person's gender assigned at birth.

Veteran: A veteran is someone who has served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Housing Opportunities for Person With AIDS (HOPWA) Consolidated Annual Performance and Evaluation Report (CAPER) Measuring Performance Outputs and Outcomes

OMB Number 2506-0133 (Expiration Date: 11/30/2023)

Part 1: Grantee Executive Summary

As applicable, complete the charts below to provide more detailed information about the agencies and organizations responsible for the administration and implementation of the HOPWA program. Chart 1 requests general Grantee Information and Chart 2 is to be completed for each organization selected or designated as a project sponsor, as defined by 24 CFR 574.3.

Note: If any information does not apply to your organization, please enter N/A. Do not leave any section blank.

1. Grantee Information

HUD Grant Number		Operating Year for this report From (mm/dd/yy) To (mm/dd/yy)	
Grantee Name			
Business Address			
City, County, State, Zip			
Employer Identification Number (EIN) or Tax Identification Number (TIN)			
DUN & Bradstreet Number (DUNs):		System for Award Management (SAM):: Is the grantee's SAM status currently active? ☐ Yes ☐ No If yes, provide SAM Number:	
Congressional District of Grantee's Business Address			
*Congressional District of Primary Service Area(s)			
*City(ies) and County(ies) of Primary Service Area(s)	Cities:	Counties:	
Organization's Website Address	Is there a waiting list(s) for HOPWA Housing Subsidy Assistance Services in the Grantee Service Area? ☐ Yes ☐ No If yes, explain in the narrative section what services maintain a waiting list and how this list is administered.		

* Service delivery area information only needed for program activities being directly carried out by the grantee.

2. Project Sponsor Information

Please complete Chart 2 for each organization designated or selected to serve as a project sponsor, as defined by 24 CFR 574.3. Use this section to report on organizations involved in the direct delivery of services for client households.

Note: If any information does not apply to your organization, please enter N/A.

Project Sponsor Agency Name		Parent Company Name, <i>if applicable</i>		
Name and Title of Contact at Project Sponsor Agency				
Email Address				
Business Address				
City, County, State, Zip,				
Phone Number (<i>with area code</i>)				
Employer Identification Number (EIN) or Tax Identification Number (TIN)			Fax Number (with area code)	
DUN & Bradstreet Number (DUNs):				
Congressional District of Project Sponsor's Business Address				
Congressional District(s) of Primary Service Area(s)				
City(ies) <u>and</u> County(ies) of Primary Service Area(s)	Cities:		Counties:	
Total HOPWA contract amount for this Organization for the operating year				
Organization's Website Address				
Is the sponsor a nonprofit organization? ☐ Yes ☐ No Please check if yes and a faith-based organization. ☐ Please check if yes and a grassroots organization. ☐		Does your organization maintain a waiting list? ☐ Yes ☐ No If yes, explain in the narrative section how this list is administered.		

5. Grantee Narrative and Performance Assessment

a. Grantee and Community Overview

Provide a one to three page narrative summarizing major achievements and highlights that were proposed and completed during the program year. Include a brief description of the grant organization, area of service, the name(s) of the program contact(s), and an overview of the range/type of housing activities provided. This overview may be used for public information, including posting on HUD's website. *Note: Text fields are expandable.*

--

b. Annual Performance under the Action Plan

Provide a narrative addressing each of the following four items:

1. Outputs Reported. Describe significant accomplishments or challenges in achieving the number of housing units supported and the number households assisted with HOPWA funds during this operating year compared to plans for this assistance, as approved in the Consolidated Plan/Action Plan. Describe how HOPWA funds were distributed during your operating year among different categories of housing and geographic areas to address needs throughout the grant service area, consistent with approved plans.

2. Outcomes Assessed. Assess your program's success in enabling HOPWA beneficiaries to establish and/or better maintain a stable living environment in housing that is safe, decent, and sanitary, and improve access to care. Compare current year results to baseline results for clients. Describe how program activities/projects contributed to meeting stated goals. If program did not achieve expected targets, please describe how your program plans to address challenges in program implementation and the steps currently being taken to achieve goals in next operating year. If your program exceeded program targets, please describe strategies the program utilized and how those contributed to program successes.

3. Coordination. Report on program coordination with other mainstream housing and supportive services resources, including the use of committed leveraging from other public and private sources that helped to address needs for eligible persons identified in the Consolidated Plan/Strategic Plan.

4. Technical Assistance. Describe any program technical assistance needs and how they would benefit program beneficiaries.

c. Barriers and Trends Overview

Provide a narrative addressing items 1 through 3. Explain how barriers and trends affected your program's ability to achieve the objectives and outcomes discussed in the previous section.

1. Describe any barriers (including regulatory and non-regulatory) encountered in the administration or implementation of the HOPWA program, how they affected your program's ability to achieve the objectives and outcomes discussed, and, actions taken in response to barriers, and recommendations for program improvement. Provide an explanation for each barrier selected.

☐ HOPWA/HUD Regulations	☐ Planning	☐ Housing Availability	☐ Rent Determination and Fair Market Rents
☐ Discrimination/Confidentiality	☐ Multiple Diagnoses	☐ Eligibility	☐ Technical Assistance or Training
☐ Supportive Services	☐ Credit History	☐ Rental History	☐ Criminal Justice History
☐ Housing Affordability	☐ Geography/Rural Access	☐ Other, please explain further	

2. Describe any trends in the community that may affect the way in which the needs of persons living with HIV/AIDS are being addressed, and provide any other information important to the future provision of services to this population.

3. Identify any evaluations, studies, or other assessments of the HOPWA program that are available to the public.

End of PART 1

PART 2: Sources of Leveraging and Program Income

1. Sources of Leveraging

Report the source(s) of cash or in-kind leveraged federal, state, local or private resources identified in the Consolidated or Annual Plan and used in the delivery of the HOPWA program and the amount of leveraged dollars. In Column [1], identify the type of leveraging. Some common sources of leveraged funds have been provided as a reference point. You may add Rows as necessary to report all sources of leveraged funds. Include Resident Rent payments paid by clients directly to private landlords. Do NOT include rents paid directly to a HOPWA program as this will be reported in the next section. In Column [2] report the amount of leveraged funds expended during the operating year. Use Column [3] to provide some detail about the type of leveraged contribution (e.g., case management services or clothing donations). In Column [4], check the appropriate box to indicate whether the leveraged contribution was a housing subsidy assistance or another form of support.

Note: Be sure to report on the number of households supported with these leveraged funds in Part 3, Chart 1, Column d.

A. Source of Leveraging Chart

[1] Source of Leveraging	[2] Amount of Leveraged Funds	[3] Type of Contribution	[4] Housing Subsidy Assistance or Other Support
Public Funding			
Ryan White-Housing Assistance			☐ Housing Subsidy Assistance ☐ Other Support
Ryan White-Other			☐ Housing Subsidy Assistance ☐ Other Support
Housing Choice Voucher Program			☐ Housing Subsidy Assistance ☐ Other Support
Low Income Housing Tax Credit			☐ Housing Subsidy Assistance ☐ Other Support
HOME			☐ Housing Subsidy Assistance ☐ Other Support
Continuum of Care			☐ Housing Subsidy Assistance ☐ Other Support
Emergency Solutions Grant			☐ Housing Subsidy Assistance ☐ Other Support
Other Public:			☐ Housing Subsidy Assistance ☐ Other Support
Other Public:			☐ Housing Subsidy Assistance ☐ Other Support
Other Public:			☐ Housing Subsidy Assistance ☐ Other Support
Other Public:			☐ Housing Subsidy Assistance ☐ Other Support
Other Public:			☐ Housing Subsidy Assistance ☐ Other Support
Private Funding			
Grants			☐ Housing Subsidy Assistance ☐ Other Support
In-kind Resources			☐ Housing Subsidy Assistance ☐ Other Support
Other Private:			☐ Housing Subsidy Assistance ☐ Other Support
Other Private:			☐ Housing Subsidy Assistance ☐ Other Support
Other Funding			
Grantee/Project Sponsor (Agency) Cash			☐ Housing Subsidy Assistance ☐ Other Support
Resident Rent Payments by Client to Private Landlord			
TOTAL (Sum of all Rows)			

2. Program Income and Resident Rent Payments

In Section 2, Chart A, report the total amount of program income and resident rent payments directly generated from the use of HOPWA funds, including repayments. Include resident rent payments collected or paid directly to the HOPWA program. Do NOT include payments made directly from a client household to a private landlord.

***Note:** Please see report directions section for definition of program income. (Additional information on program income is available in the HOPWA Grantee Oversight Resource Guide).*

A. Total Amount Program Income and Resident Rent Payment Collected During the Operating Year

Program Income and Resident Rent Payments Collected		Total Amount of Program Income (for this operating year)
1.	Program income (e.g. repayments)	
2.	Resident Rent Payments made directly to HOPWA Program	
3.	Total Program Income and Resident Rent Payments (Sum of Rows 1 and 2)	

B. Program Income and Resident Rent Payments Expended To Assist HOPWA Households

In Chart B, report on the total program income and resident rent payments (as reported above in Chart A) expended during the operating year. Use Row 1 to report Program Income and Resident Rent Payments expended on Housing Subsidy Assistance Programs (i.e., TBRA, STRMU, PHP, Master Leased Units, and Facility-Based Housing). Use Row 2 to report on the Program Income and Resident Rent Payment expended on Supportive Services and other non-direct Housing Costs.

Program Income and Resident Rent Payment Expended on HOPWA programs		Total Amount of Program Income Expended (for this operating year)
1.	Program Income and Resident Rent Payment Expended on Housing Subsidy Assistance costs	
2.	Program Income and Resident Rent Payment Expended on Supportive Services and other non-direct housing costs	
3.	Total Program Income Expended (Sum of Rows 1 and 2)	

End of PART 2

PART 3: Accomplishment Data Planned Goal and Actual Outputs

In Chart 1, enter performance information (goals and actual outputs) for all activities undertaken during the operating year supported with HOPWA funds. Performance is measured by the number of households and units of housing that were supported with HOPWA or other federal, state, local, or private funds for the purposes of providing housing assistance and support to persons living with HIV/AIDS and their families.

1. HOPWA Performance Planned Goal and Actual Outputs

HOPWA Performance Planned Goal and Actual		[1] Output: Households				[2] Output: Funding	
		HOPWA Assistance		Leveraged Households		HOPWA Funds	
		a.	b.	c.	d.	e.	f.
		Goal	Actual	Goal	Actual	HOPWA Budget	HOPWA Actual
HOPWA Housing Subsidy Assistance		[1] Output: Households				[2] Output: Funding	
1.	Tenant-Based Rental Assistance						
2a.	Permanent Housing Facilities: Received Operating Subsidies/Leased units (Households Served)						
2b.	Transitional/Short-term Facilities: Received Operating Subsidies/Leased units (Households Served) (Households Served)						
3a.	Permanent Housing Facilities: Capital Development Projects placed in service during the operating year (Households Served)						
3b.	Transitional/Short-term Facilities: Capital Development Projects placed in service during the operating year (Households Served)						
4.	Short-Term Rent, Mortgage and Utility Assistance						
5.	Permanent Housing Placement Services						
6.	Adjustments for duplication (subtract)						
7.	Total HOPWA Housing Subsidy Assistance (Columns a – d equal the sum of Rows 1-5 minus Row 6; Columns e and f equal the sum of Rows 1-5)						
Housing Development (Construction and Stewardship of facility based housing)		[1] Output: Housing Units				[2] Output: Funding	
8.	Facility-based units; Capital Development Projects not yet opened (Housing Units)						
9.	Stewardship Units subject to 3- or 10- year use agreements						
10.	Total Housing Developed (Sum of Rows 8 & 9)						
Supportive Services		[1] Output: Households				[2] Output: Funding	
11a.	Supportive Services provided by project sponsors that also delivered HOPWA housing subsidy assistance						
11b.	Supportive Services provided by project sponsors that only provided supportive services.						
12.	Adjustment for duplication (subtract)						
13.	Total Supportive Services (Columns a – d equals the sum of Rows 11 a & b minus Row 12; Columns e and f equal the sum of Rows 11a & 11b)						
Housing Information Services		[1] Output: Households				[2] Output: Funding	
14.	Housing Information Services						
15.	Total Housing Information Services						
Grant Administration and Other Activities		[1] Output: Households				[2] Output: Funding	
16.	Resource Identification to establish, coordinate and develop housing assistance resources						
17.	Technical Assistance (if approved in grant agreement)						

18.	Grantee Administration (maximum 3% of total HOPWA grant)					
19.	Project Sponsor Administration (maximum 7% of portion of HOPWA grant awarded)					
20.	Total Grant Administration and Other Activities (Sum of Rows 16 – 19)					
Total Expended					[2] Outputs: HOPWA Funds Expended	
					Budget	Actual
21.	Total Expenditures for operating year (Sum of Rows 7, 10, 13, 15, and 20)					

2. Listing of Supportive Services

Report on the households served and use of HOPWA funds for all supportive services. Do NOT report on supportive services leveraged with non-HOPWA funds.

Data check: Total unduplicated households and expenditures reported in Row 17 equal totals reported in Part 3, Chart 1, Row 13.

Supportive Services		[1] Output: Number of <u>Households</u>	[2] Output: Amount of HOPWA Funds Expended
1.	Adult day care and personal assistance		
2.	Alcohol and drug abuse services		
3.	Case management		
4.	Child care and other child services		
5.	Education		
6.	Employment assistance and training		
7.	Health/medical/intensive care services, if approved Note: Client records must conform with 24 CFR §574.310		
8.	Legal services		
9.	Life skills management (outside of case management)		
10.	Meals/nutritional services		
11.	Mental health services		
12.	Outreach		
13.	Transportation		
14.	Other Activity (if approved in grant agreement). Specify:		
15.	Sub-Total Households receiving Supportive Services (Sum of Rows 1-14)		
16.	Adjustment for Duplication (subtract)		
17.	TOTAL Unduplicated Households receiving Supportive Services (Column [1] equals Row 15 minus Row 16; Column [2] equals sum of Rows 1-14)		

3. Short-Term Rent, Mortgage and Utility Assistance (STRMU) Summary

In Row a, enter the total number of households served and the amount of HOPWA funds expended on Short-Term Rent, Mortgage and Utility (STRMU) Assistance. In Row b, enter the total number of STRMU-assisted households that received assistance with mortgage costs only (no utility costs) and the amount expended assisting these households. In Row c, enter the total number of STRMU-assisted households that received assistance with both mortgage and utility costs and the amount expended assisting these households. In Row d, enter the total number of STRMU-assisted households that received assistance with rental costs only (no utility costs) and the amount

expended assisting these households. In Row e, enter the total number of STRMU-assisted households that received assistance with both rental and utility costs and the amount expended assisting these households. In Row f, enter the total number of STRMU-assisted households that received assistance with utility costs only (not including rent or mortgage costs) and the amount expended assisting these households. In row g, report the amount of STRMU funds expended to support direct program costs such as program operation staff.

Data Check: The total households reported as served with STRMU in Row a, column [1] and the total amount of HOPWA funds reported as expended in Row a, column [2] equals the household and expenditure total reported for STRMU in Part 3, Chart 1, Row 4, Columns b and f, respectively.

Data Check: The total number of households reported in Column [1], Rows b, c, d, e, and f equal the total number of STRMU households reported in Column [1], Row a. The total amount reported as expended in Column [2], Rows b, c, d, e, f, and g. equal the total amount of STRMU expenditures reported in Column [2], Row a.

Housing Subsidy Assistance Categories (STRMU)		[1] Output: Number of <u>Households</u> Served	[2] Output: Total HOPWA Funds Expended on STRMU during Operating Year
a.	Total Short-term mortgage, rent and/or utility (STRMU) assistance		
b.	Of the total STRMU reported on Row a, total who received assistance with mortgage costs ONLY.		
c.	Of the total STRMU reported on Row a, total who received assistance with mortgage and utility costs.		
d.	Of the total STRMU reported on Row a, total who received assistance with rental costs ONLY.		
e.	Of the total STRMU reported on Row a, total who received assistance with rental and utility costs.		
f.	Of the total STRMU reported on Row a, total who received assistance with utility costs ONLY.		
g.	Direct program delivery costs (e.g., program operations staff time)		

End of PART 3

Part 4: Summary of Performance Outcomes

In Column [1], report the total number of eligible households that received HOPWA housing subsidy assistance, by type.

In Column [2], enter the number of households that continued to access each type of housing subsidy assistance into next operating year. In Column [3], report the housing status of all households that exited the program.

Data Check: The sum of Columns [2] (Number of Households Continuing) and [3] (Exited Households) equals the total reported in Column[1].

Note: Refer to the housing stability codes that appear in Part 5: Worksheet - Determining Housing Stability Outcomes.

Section 1. Housing Stability: Assessment of Client Outcomes on Maintaining Housing Stability (Permanent Housing and Related Facilities)

A. Permanent Housing Subsidy Assistance

	[1] Output: Total Number of Households Served	[2] Assessment: Number of Households that Continued Receiving HOPWA Housing Subsidy Assistance into the Next Operating Year	[3] Assessment: Number of Households that exited this HOPWA Program; their Housing Status after Exiting		[4] HOPWA Client Outcomes
Tenant-Based Rental Assistance			1 Emergency Shelter/Streets		Unstable Arrangements
			2 Temporary Housing		Temporarily Stable, with Reduced Risk of Homelessness
			3 Private Housing		Stable/Permanent Housing (PH)
			4 Other HOPWA		
			5 Other Subsidy		
			6 Institution		Unstable Arrangements
			7 Jail/Prison		
			8 Disconnected/Unknown		Life Event
			9 Death		
Permanent Supportive Housing Facilities/ Units			1 Emergency Shelter/Streets		Unstable Arrangements
			2 Temporary Housing		Temporarily Stable, with Reduced Risk of Homelessness
			3 Private Housing		Stable/Permanent Housing (PH)
			4 Other HOPWA		
			5 Other Subsidy		
			6 Institution		Unstable Arrangements
			7 Jail/Prison		
			8 Disconnected/Unknown		Life Event
			9 Death		

B. Transitional Housing Assistance

	[1] Output: Total Number of Households Served	[2] Assessment: Number of Households that Continued Receiving HOPWA Housing Subsidy Assistance into the Next Operating Year	[3] Assessment: Number of Households that exited this HOPWA Program; their Housing Status after Exiting		[4] HOPWA Client Outcomes
Transitional/ Short-Term Housing Facilities/ Units			1 Emergency Shelter/Streets		Unstable Arrangements
			2 Temporary Housing		Temporarily Stable with Reduced Risk of Homelessness
			3 Private Housing		Stable/Permanent Housing (PH)
			4 Other HOPWA		
			5 Other Subsidy		
			6 Institution		Unstable Arrangements
			7 Jail/Prison		

			8 Disconnected/unknown		
			9 Death		<i>Life Event</i>
B1: Total number of households receiving transitional/short-term housing assistance whose tenure exceeded 24 months					

Section 2. Prevention of Homelessness: Assessment of Client Outcomes on Reduced Risks of Homelessness

(Short-Term Housing Subsidy Assistance)

Report the total number of households that received STRMU assistance in Column [1].

In Column [2], identify the outcomes of the households reported in Column [1] either at the time that they were known to have left the STRMU program or through the project sponsor's best assessment for stability at the end of the operating year.

Information in Column [3] provides a description of housing outcomes; therefore, data is not required.

At the bottom of the chart:

- In Row 1a, report those households that received STRMU assistance during the operating year of this report, and the prior operating year.
- In Row 1b, report those households that received STRMU assistance during the operating year of this report, and the two prior operating years.

Data Check: The total households reported as served with STRMU in Column [1] equals the total reported in Part 3, Chart 1, Row 4, Column b.

Data Check: The sum of Column [2] should equal the number of households reported in Column [1].

Assessment of Households that Received STRMU Assistance

[1] Output: Total number of households	[2] Assessment of Housing Status		[3] HOPWA Client Outcomes
	Maintain Private Housing <u>without</u> subsidy (e.g. Assistance provided/completed and client is stable, not likely to seek additional support)		<i>Stable/Permanent Housing (PH)</i>
	Other Private Housing without subsidy (e.g. client switched housing units and is now stable, not likely to seek additional support)		
	Other HOPWA Housing Subsidy Assistance		
	Other Housing Subsidy (PH)		
	Institution (e.g. residential and long-term care)		
	Likely that additional STRMU is needed to maintain current housing arrangements		<i>Temporarily Stable, with Reduced Risk of Homelessness</i>
	Transitional Facilities/Short-term (e.g. temporary or transitional arrangement)		
	Temporary/Non-Permanent Housing arrangement (e.g. gave up lease, and moved in with family or friends but expects to live there less than 90 days)		
	Emergency Shelter/street		<i>Unstable Arrangements</i>
	Jail/Prison		
	Disconnected		
	Death		<i>Life Event</i>
1a. Total number of those households that received STRMU Assistance in the operating year of this report that also received STRMU assistance in the prior operating year (e.g. households that received STRMU assistance in two consecutive operating years).			
1b. Total number of those households that received STRMU Assistance in the operating year of this report that also received STRMU assistance in the two prior operating years (e.g. households that received STRMU assistance in three consecutive operating years).			

Section 3. HOPWA Outcomes on Access to Care and Support

1a. Total Number of Households

Line [1]: For project sponsors that provided HOPWA housing subsidy assistance during the operating year identify in the appropriate row the number of households that received HOPWA housing subsidy assistance (TBRA, STRMU, Facility-Based, PHP and Master Leasing) and HOPWA funded case management services. Use Row c to adjust for duplication among the service categories and Row d to provide an unduplicated household total.

Line [2]: For project sponsors that did NOT provide HOPWA housing subsidy assistance identify in the appropriate row the number of households that received HOPWA funded case management services.

Note: These numbers will help you to determine which clients to report Access to Care and Support Outcomes for and will be used by HUD as a basis for analyzing the percentage of households who demonstrated or maintained connections to care and support as identified in Chart 1b below.

Total Number of Households	
1. For Project Sponsors that provided HOPWA Housing Subsidy Assistance: Identify the total number of households that received the following HOPWA-funded services:	
a. Housing Subsidy Assistance (duplicated)-TBRA, STRMU, PHP, Facility-Based Housing, and Master Leasing	
b. Case Management	
c. Adjustment for duplication (subtraction)	
d. Total Households Served by Project Sponsors with Housing Subsidy Assistance (Sum of Rows a and b minus Row c)	
2. For Project Sponsors did NOT provide HOPWA Housing Subsidy Assistance: Identify the total number of households that received the following HOPWA-funded service:	
a. HOPWA Case Management	
b. Total Households Served by Project Sponsors without Housing Subsidy Assistance	

1b. Status of Households Accessing Care and Support

Column [1]: Of the households identified as receiving services from project sponsors that provided HOPWA housing subsidy assistance as identified in Chart 1a, Row 1d above, report the number of households that demonstrated access or maintained connections to care and support within the operating year.

Column [2]: Of the households identified as receiving services from project sponsors that did NOT provide HOPWA housing subsidy assistance as reported in Chart 1a, Row 2b, report the number of households that demonstrated improved access or maintained connections to care and support within the operating year.

Note: For information on types and sources of income and medical insurance/assistance, refer to Charts below.

Categories of Services Accessed	[1] For project sponsors that provided HOPWA housing subsidy assistance, identify the households who demonstrated the following:	[2] For project sponsors that did NOT provide HOPWA housing subsidy assistance, identify the households who demonstrated the following:	Outcome Indicator
1. Has a housing plan for maintaining or establishing stable on-going housing			Support for Stable Housing
2. Had contact with case manager/benefits counselor consistent with the schedule specified in client's individual service plan (may include leveraged services such as Ryan White Medical Case Management)			Access to Support
3. Had contact with a primary health care provider consistent with the schedule specified in client's individual service plan			Access to Health Care
4. Accessed and maintained medical insurance/assistance			Access to Health Care
5. Successfully accessed or maintained qualification for sources of income			Sources of Income

Chart 1b, Line 4: Sources of Medical Insurance and Assistance include, but are not limited to the following (Reference only)

- MEDICAID Health Insurance Program, or use local program name - MEDICARE Health Insurance Program, or use local program name	- Veterans Affairs Medical Services - AIDS Drug Assistance Program (ADAP) - State Children's Health Insurance Program (SCHIP), or use local program name	Ryan White-funded Medical or Dental Assistance
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Chart 1b, Row 5: Sources of Income include, but are not limited to the following (Reference only)

• Earned Income • Veteran's Pension • Unemployment Insurance • Pension from Former Job • Supplemental Security Income (SSI)	• Child Support • Social Security Disability Income (SSDI) • Alimony or other Spousal Support • Veteran's Disability Payment • Retirement Income from Social Security • Worker's Compensation	• General Assistance (GA), or use local program name • Private Disability Insurance • Temporary Assistance for Needy Families (TANF) • Other Income Sources
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1c. Households that Obtained Employment

Column [1]: Of the households identified as receiving services from project sponsors that provided HOPWA housing subsidy assistance as identified in Chart 1a, Row 1d above, report on the number of households that include persons who obtained an income-producing job during the operating year that resulted from HOPWA-funded Job training, employment assistance, education or related case management/counseling services.

Column [2]: Of the households identified as receiving services from project sponsors that did NOT provide HOPWA housing subsidy assistance as reported in Chart 1a, Row 2b, report on the number of households that include persons who obtained an income-producing job during the operating year that resulted from HOPWA-funded Job training, employment assistance, education or case management/counseling services.

Note: This includes jobs created by this project sponsor or obtained outside this agency.

Note: Do not include jobs that resulted from leveraged job training, employment assistance, education or case management/counseling services.

Categories of Services Accessed	[1] For project sponsors that provided HOPWA housing subsidy assistance, identify the households who demonstrated the following:	[2] For project sponsors that did NOT provide HOPWA housing subsidy assistance, identify the households who demonstrated the following:
Total number of households that obtained an income-producing job		

End of PART 4

PART 5: Worksheet - Determining Housing Stability Outcomes (optional)

1. This chart is designed to assess program results based on the information reported in Part 4 and to help Grantees determine overall program performance. Completion of this worksheet is optional.

Permanent Housing Subsidy Assistance	Stable Housing (# of households remaining in program plus 3+4+5+6)	Temporary Housing (2)	Unstable Arrangements (1+7+8)	Life Event (9)
Tenant-Based Rental Assistance (TBRA)				
Permanent Facility-based Housing Assistance/Units				
Transitional/Short-Term Facility-based Housing Assistance/Units				
Total Permanent HOPWA Housing Subsidy Assistance				
Reduced Risk of Homelessness: Short-Term Assistance	Stable/Permanent Housing	Temporarily Stable, with Reduced Risk of Homelessness	Unstable Arrangements	Life Events
Short-Term Rent, Mortgage, and Utility Assistance (STRMU)				
Total HOPWA Housing Subsidy Assistance				

Background on HOPWA Housing Stability Codes

Stable Permanent Housing/Ongoing Participation

3 = Private Housing in the private rental or home ownership market (without known subsidy, including permanent placement with families or other self-sufficient arrangements) with reasonable expectation that additional support is not needed.

4 = Other HOPWA-funded housing subsidy assistance (not STRMU), e.g. TBRA or Facility-Based Assistance.

5 = Other subsidized house or apartment (non-HOPWA sources, e.g., Section 8, HOME, public housing).

6 = Institutional setting with greater support and continued residence expected (e.g., residential or long-term care facility).

Temporary Housing

2 = Temporary housing - moved in with family/friends or other short-term arrangement, such as Ryan White subsidy, transitional housing for homeless, or temporary placement in institution (e.g., hospital, psychiatric hospital or other psychiatric facility, substance abuse treatment facility or detox center).

Unstable Arrangements

1 = Emergency shelter or no housing destination such as places not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station, or anywhere outside).

7 = Jail /prison.

8 = Disconnected or disappeared from project support, unknown destination or no assessments of housing needs were undertaken.

Life Event

9 = Death, i.e., remained in housing until death. This characteristic is not factored into the housing stability equation.

Tenant-based Rental Assistance: Stable Housing is the sum of the number of households that (i) remain in the housing and (ii) those that left the assistance as reported under: 3, 4, 5, and 6. Temporary Housing is the number of households that accessed assistance, and left their current housing for a non-permanent housing arrangement, as reported under item: 2. Unstable Situations is the sum of numbers reported under items: 1, 7, and 8.

Permanent Facility-Based Housing Assistance: Stable Housing is the sum of the number of households that (i) remain in the housing and (ii) those that left the assistance as shown as items: 3, 4, 5, and 6. Temporary Housing is the number of households that accessed assistance, and left their current housing for a non-permanent housing arrangement, as reported under item 2. Unstable Situations is the sum of numbers reported under items: 1, 7, and 8.

Transitional/Short-Term Facility-Based Housing Assistance: Stable Housing is the sum of the number of households that (i) continue in the residences (ii) those that left the assistance as shown as items: 3, 4, 5, and 6. Other Temporary Housing is the number of households that accessed assistance, and left their current housing for a non-permanent housing arrangement, as reported under item 2. Unstable Situations is the sum of numbers reported under items: 1, 7, and 8.

Tenure Assessment. A baseline of households in transitional/short-term facilities for assessment purposes, indicate the number of households whose tenure exceeded 24 months.

STRMU Assistance: Stable Housing is the sum of the number of households that accessed assistance for some portion of the permitted 21-week period and there is reasonable expectation that additional support is not needed in order to maintain permanent housing living situation (as this is a time-limited form of housing support) as reported under housing status: Maintain Private Housing with subsidy; Other Private with Subsidy; Other HOPWA support; Other Housing Subsidy; and Institution. Temporarily Stable, with Reduced Risk of Homelessness is the sum of the number of households that accessed assistance for some portion of the permitted 21-week period or left their current housing arrangement for a transitional facility or other temporary/non-permanent housing arrangement and there is reasonable expectation additional support will be needed to maintain housing arrangements in the next year, as reported under housing status: Likely to maintain current housing arrangements, with additional STRMU assistance; Transitional Facilities/Short-term; and Temporary/Non-Permanent Housing arrangements. Unstable Situation is the sum of number of households reported under housing status: Emergency Shelter; Jail/Prison; and Disconnected.

End of PART 5

PART 6: Annual Report of Continued Usage for HOPWA Facility-Based Stewardship Units (ONLY)

The Annual Report of Continued Usage for HOPWA Facility-Based Stewardship Units is to be used in place of Part 7B of the CAPER if the facility was originally acquired, rehabilitated or constructed/developed in part with HOPWA funds but no HOPWA funds were expended during the operating year. Scattered site units may be grouped together on one page.

Grantees that used HOPWA funding for new construction, acquisition, or substantial rehabilitation are required to operate their facilities for HOPWA eligible individuals for at least ten (10) years. If non-substantial rehabilitation funds were used, they are required to operate for at least three (3) years. Stewardship begins once the facility is put into operation.

Note: See definition of Stewardship Units.

1. General information

HUD Grant Number(s)	Operating Year for this report From (mm/dd/yy) To (mm/dd/yy) ☐ Final Yr ☐ Yr 1; ☐ Yr 2; ☐ Yr 3; ☐ Yr 4; ☐ Yr 5; ☐ Yr 6; ☐ Yr 7; ☐ Yr 8; ☐ Yr 9; ☐ Yr 10
Grantee Name	Date Facility Began Operations (mm/dd/yy)

2. Number of Units and Non-HOPWA Expenditures

Facility Name:	Number of Stewardship Units Developed with HOPWA funds	Amount of Non-HOPWA Funds Expended in Support of the Stewardship Units during the Operating Year
Total Stewardship Units (subject to 3- or 10- year use periods)		

3. Details of Project Site

Project Sites: Name of HOPWA-funded project	
Site Information: Project Zip Code(s)	
Site Information: Congressional District(s)	
Is the address of the project site confidential?	☐ Yes, protect information; do not list ☐ Not confidential; information can be made available to the public
If the site is not confidential: Please provide the contact information, phone, email address/location, if business address is different from facility address	

End of PART 6

Part 7: Summary Overview of Grant Activities**A. Information on Individuals, Beneficiaries, and Households Receiving HOPWA Housing Subsidy Assistance (TBRA, STRMU, Facility-Based Units, Permanent Housing Placement and Master Leased Units ONLY)**

Note: Reporting for this section should include *ONLY* those individuals, beneficiaries, or households that received and/or resided in a household that received HOPWA Housing Subsidy Assistance as reported in Part 3, Chart 1, Row 7, Column b. (e.g., do not include households that received HOPWA supportive services *ONLY*).

Section 1. HOPWA-Eligible Individuals Who Received HOPWA Housing Subsidy Assistance**a. Total HOPWA Eligible Individuals Living with HIV/AIDS**

In Chart a., provide the total number of eligible (and unduplicated) low-income individuals living with HIV/AIDS who qualified their household to receive HOPWA housing subsidy assistance during the operating year. This total should include only the individual who qualified the household for HOPWA assistance, NOT all HIV positive individuals in the household.

Individuals Served with Housing Subsidy Assistance	Total
Number of individuals with HIV/AIDS who qualified their household to receive HOPWA housing subsidy assistance.	

Chart b. Prior Living Situation

In Chart b, report the prior living situations for all Eligible Individuals reported in Chart a. In Row 1, report the total number of individuals who continued to receive HOPWA housing subsidy assistance from the prior operating year into this operating year. In Rows 2 through 17, indicate the prior living arrangements for all new HOPWA housing subsidy assistance recipients during the operating year.

Data Check: The total number of eligible individuals served in Row 18 equals the total number of individuals served through housing subsidy assistance reported in Chart a above.

Category		Total HOPWA Eligible Individuals Receiving Housing Subsidy Assistance
1.	<u>Continuing</u> to receive HOPWA support from the prior operating year	
New Individuals who received HOPWA Housing Subsidy Assistance support during Operating Year		
2.	Place not meant for human habitation (such as a vehicle, abandoned building, bus/train/subway station/airport, or outside)	
3.	Emergency shelter (including hotel, motel, or campground paid for with emergency shelter voucher)	
4.	Transitional housing for homeless persons	
5.	Total number of new Eligible Individuals who received HOPWA Housing Subsidy Assistance with a Prior Living Situation that meets HUD definition of homelessness (Sum of Rows 2 – 4)	
6.	Permanent housing for formerly homeless persons (such as Shelter Plus Care, SHP, or SRO Mod Rehab)	
7.	Psychiatric hospital or other psychiatric facility	
8.	Substance abuse treatment facility or detox center	
9.	Hospital (non-psychiatric facility)	
10.	Foster care home or foster care group home	
11.	Jail, prison or juvenile detention facility	
12.	Rented room, apartment, or house	
13.	House you own	
14.	Staying or living in someone else's (family and friends) room, apartment, or house	
15.	Hotel or motel paid for without emergency shelter voucher	
16.	Other	
17.	Don't Know or Refused	
18.	TOTAL Number of HOPWA Eligible Individuals (sum of Rows 1 and 5-17)	

c. Homeless Individual Summary

In Chart c, indicate the number of eligible individuals reported in Chart b, Row 5 as homeless who also are homeless Veterans and/or meet the definition for Chronically Homeless (See Definition section of CAPER). The totals in Chart c do not need to equal the total in Chart b, Row 5.

Category	Number of Homeless Veteran(s)	Number of Chronically Homeless
HOPWA eligible individuals served with HOPWA Housing Subsidy Assistance		

Section 2. Beneficiaries

In Chart a, report the total number of HOPWA eligible individuals living with HIV/AIDS who received HOPWA housing subsidy assistance (*as reported in Part 7A, Section 1, Chart a*), and all associated members of their household who benefitted from receiving HOPWA housing subsidy assistance (resided with HOPWA eligible individuals).

Note: See definition of HOPWA Eligible Individual

Note: See definition of Transgender.

Note: See definition of Beneficiaries.

Data Check: The sum of each of the Charts b & c on the following two pages equals the total number of beneficiaries served with HOPWA housing subsidy assistance as determined in Chart a, Row 4 below.

a. Total Number of Beneficiaries Served with HOPWA Housing Subsidy Assistance

Individuals and Families Served with HOPWA Housing Subsidy Assistance	Total Number
1. Number of individuals with HIV/AIDS who qualified the household to receive HOPWA housing subsidy assistance (equals the number of HOPWA Eligible Individuals reported in Part 7A, Section 1, Chart a)	
2. Number of ALL other persons diagnosed as HIV positive who reside with the HOPWA eligible individuals identified in Row 1 and who benefitted from the HOPWA housing subsidy assistance	
3. Number of ALL other persons NOT diagnosed as HIV positive who reside with the HOPWA eligible individual identified in Row 1 and who benefited from the HOPWA housing subsidy	
4. TOTAL number of ALL <u>beneficiaries</u> served with Housing Subsidy Assistance (Sum of Rows 1, 2, & 3)	

b. Age and Gender

In Chart b, indicate the Age and Gender of all beneficiaries as reported in Chart a directly above. Report the Age and Gender of all HOPWA Eligible Individuals (those reported in Chart a, Row 1) using Rows 1-5 below and the Age and Gender of all other beneficiaries (those reported in Chart a, Rows 2 and 3) using Rows 6-10 below. The number of individuals reported in Row 11, Column E. equals the total number of beneficiaries reported in Part 7, Section 2, Chart a, Row 4.

HOPWA Eligible Individuals (Chart a, Row 1)						
		A.	B.	C.	D.	E.
		Male	Female	Transgender M to F	Transgender F to M	TOTAL (Sum of Columns A-D)
1.	Under 18					
2.	18 to 30 years					
3.	31 to 50 years					
4.	51 years and Older					
5.	Subtotal (Sum of Rows 1-4)					
All Other Beneficiaries (Chart a, Rows 2 and 3)						
		A.	B.	C.	D.	E.
		Male	Female	Transgender M to F	Transgender F to M	TOTAL (Sum of Columns A-D)
6.	Under 18					
7.	18 to 30 years					
8.	31 to 50 years					
9.	51 years and Older					
10.	Subtotal (Sum of Rows 6-9)					
Total Beneficiaries (Chart a, Row 4)						
11.	TOTAL (Sum of Rows 5 & 10)					

c. Race and Ethnicity*

In Chart c, indicate the Race and Ethnicity of all beneficiaries receiving HOPWA Housing Subsidy Assistance as reported in Section 2, Chart a, Row 4. Report the race of all HOPWA eligible individuals in Column [A]. Report the ethnicity of all HOPWA eligible individuals in column [B]. Report the race of all other individuals who benefitted from the HOPWA housing subsidy assistance in column [C]. Report the ethnicity of all other individuals who benefitted from the HOPWA housing subsidy assistance in column [D]. The summed total of columns [A] and [C] equals the total number of beneficiaries reported above in Section 2, Chart a, Row 4.

Category		HOPWA Eligible Individuals		All Other Beneficiaries	
		[A] Race [all individuals reported in Section 2, Chart a, Row 1]	[B] Ethnicity [Also identified as Hispanic or Latino]	[C] Race [total of individuals reported in Section 2, Chart a, Rows 2 & 3]	[D] Ethnicity [Also identified as Hispanic or Latino]
1.	American Indian/Alaskan Native				
2.	Asian				
3.	Black/African American				
4.	Native Hawaiian/Other Pacific Islander				
5.	White				
6.	American Indian/Alaskan Native & White				
7.	Asian & White				
8.	Black/African American & White				
9.	American Indian/Alaskan Native & Black/African American				
10.	Other Multi-Racial				
11.	Column Totals (Sum of Rows 1-10)				
Data Check: Sum of Row 11 Column A and Row 11 Column C equals the total number HOPWA Beneficiaries reported in Part 3A, Section 2, Chart a, Row 4.					

*Reference (data requested consistent with Form HUD-27061 Race and Ethnic Data Reporting Form)

Section 3. Households**Household Area Median Income**

Report the income(s) for all households served with HOPWA housing subsidy assistance.

Data Check: The total number of households served with HOPWA housing subsidy assistance should equal Part 3C, Row 7, Column b and Part 7A, Section 1, Chart a. (Total HOPWA Eligible Individuals Served with HOPWA Housing Subsidy Assistance).

Note: Refer to <https://www.huduser.gov/portal/datasets/il.html> for information on area median income in your community.

Percentage of Area Median Income		Households Served with HOPWA Housing Subsidy Assistance
1.	0-30% of area median income (extremely low)	
2.	31-50% of area median income (very low)	
3.	51-80% of area median income (low)	
4.	Total (Sum of Rows 1-3)	

Part 7: Summary Overview of Grant Activities**B. Facility-Based Housing Assistance**

Complete one Part 7B for each facility developed or supported through HOPWA funds.

Do not complete this Section for programs originally developed with HOPWA funds but no longer supported with HOPWA funds. If a facility was developed with HOPWA funds (subject to ten years of operation for acquisition, new construction and substantial rehabilitation costs of stewardship units, or three years for non-substantial rehabilitation costs), but HOPWA funds are no longer used to support the facility, the project sponsor should complete Part 6: Continued Usage for HOPWA Facility-Based Stewardship Units (ONLY).

Complete Charts 2a, Project Site Information, and 2b, Type of HOPWA Capital Development Project Units, for all Development Projects, including facilities that were past development projects, but continued to receive HOPWA operating dollars this reporting year.

1. Project Sponsor Agency Name (Required)

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2. Capital Development**2a. Project Site Information for HOPWA Capital Development of Projects (For Current or Past Capital Development Projects that receive HOPWA Operating Costs this reporting year)**

Note: If units are scattered-sites, report on them as a group and under type of Facility write "Scattered Sites."

	Type of Development this operating year	HOPWA Funds Expended this operating year (if applicable)	Non-HOPWA funds Expended (if applicable)	Name of Facility:
	☐ New construction	\$	\$	Type of Facility [Check <u>only one</u> box.] ☐ Permanent housing ☐ Short-term Shelter or Transitional housing ☐ Supportive services only facility
	☐ Rehabilitation	\$	\$	
	☐ Acquisition	\$	\$	
	☐ Operating	\$	\$	
a.	Purchase/lease of property:			Date (mm/dd/yy):
b.	Rehabilitation/Construction Dates:			Date started: Date Completed:
c.	Operation dates:			Date residents began to occupy: ☐ Not yet occupied
d.	Date supportive services began:			Date started: ☐ Not yet providing services
e.	Number of units in the facility:			HOPWA-funded units = Total Units =
f.	Is a waiting list maintained for the facility?			☐ Yes ☐ No <i>If yes, number of participants on the list at the end of operating year</i>
g.	What is the address of the facility (if different from business address)?			
h.	Is the address of the project site confidential?			☐ Yes, protect information; do not publish list ☐ No, can be made available to the public

2b. Number and Type of HOPWA Capital Development Project Units (For Current or Past Capital Development Projects that receive HOPWA Operating Costs this Reporting Year)

For units entered above in 2a, please list the number of HOPWA units that fulfill the following criteria:

	Number Designated for the Chronically Homeless	Number Designated to Assist the Homeless	Number Energy-Star Compliant	Number 504 Accessible – Mobility Units - Sensory Units
Rental units constructed (new) and/or acquired <u>with or without</u> rehab				
Rental units rehabbed				
Homeownership units constructed (if approved)				

3. Units Assisted in Types of Housing Facility/Units Leased by Project Sponsor

Charts 3a, 3b, and 4 are required for each facility. In Charts 3a and 3b, indicate the type and number of housing units in the facility, including master leased units, project-based or other scattered site units leased by the organization, categorized by the number of bedrooms per unit.

Note: The number units may not equal the total number of households served.

Please complete separate charts for each housing facility assisted. Scattered site units may be grouped together.

3a. Check one only

- ☐ Permanent Supportive Housing Facility/Units
☐ Short-term Shelter or Transitional Supportive Housing Facility/Units

3b. Type of Facility

Complete the following Chart for all facilities leased, master leased, project-based, or operated with HOPWA funds during the reporting year.

Name of Project Sponsor/Agency Operating the Facility/Leased Units:

Type of housing facility operated by the project sponsor		Total Number of <u>Units</u> in use during the Operating Year Categorized by the Number of Bedrooms per Units					
		SRO/Studio/0 bdrm	1 bdrm	2 bdrm	3 bdrm	4 bdrm	5+bdrm
a.	Single room occupancy dwelling						
b.	Community residence						
c.	Project-based rental assistance units or leased units						
d.	Other housing facility <u>Specify:</u>						

4. Households and Housing Expenditures

Enter the total number of households served and the amount of HOPWA funds expended by the project sponsor on subsidies for housing involving the use of facilities, master leased units, project based or other scattered site units leased by the organization.

Housing Assistance Category: Facility Based Housing		Output: Number of Households	Output: Total HOPWA Funds Expended during Operating Year by Project Sponsor
a.	Leasing Costs		
b.	Operating Costs		
c.	Project-Based Rental Assistance (PBRA) or other leased units		
d.	Other Activity (if approved in grant agreement) <u>Specify:</u>		
e.	Adjustment to eliminate duplication (subtract)		
f.	TOTAL Facility-Based Housing Assistance (Sum Rows a through d minus Row e)		