

AGREEMENT
Emergency Solutions Grant

THIS AGREEMENT is made and entered into the 1st day of **February**, 2016 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "WestCare California", Inc., 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 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 on October 15, 2015 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 grant administration (up to 2.5% of 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 participate in City quarterly ESG performance meetings.
- 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] 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.
- The Poverello House must demonstrate and document that food is an eligible match source, and meet HUD standards as an Emergency Day Shelter.

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.

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 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).

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

“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.

“Budget” shall mean RECIPIENT’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.

“ESG” shall mean Emergency Solutions Grant 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 ESG 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 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.

“NOFA” shall mean the Request for Proposal Number 11152015 for the City of Fresno Emergency Solutions Grant dated October 15, 2015 including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

“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**.

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 as of July 1st, 2016 and shall end December 31st, 2016, which shall be the term of this Agreement, unless terminated earlier as provided herein. The contract end dates may be extended three (3) months after if funding has not yet been fully expended.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed Two Hundred and Seven Thousand Dollars and Zero Cents (\$207,000.00) 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 RECIPIENT 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.

(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, generally within forty five (45) 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 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 (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 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 (a) 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. To qualify matching funds as such they must be applied in furtherance of the services hereunder.

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 (10) 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 the Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$500,000), 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 comply with applicable portions of 24 CFR Part 110 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.*

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

(1) RECIPIENT shall send all required reports to the Administrator not later than the fifteenth of the month following the last day of the latest month for which the report is due.

(2) Except as otherwise authorized by CITY, 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.

RECIPIENT is to prepare written financial statements, and completed Homeless Services 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) 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 (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.

(d) The RECIPIENT is required to participate in the Fresno Madera Continuum of Care ("FMCoC"). Participation is defined as attendance at a minimum of 75% of all FMCoC Director's meetings.

(e) The RECIPIENT is required to collect and report client-level data in a database comparable to the local Homeless Management Information Systems ("HMIS") run by the Housing Authorities of the City and County of Fresno through a Memorandum of Understanding with the FMCoC or a data base that complies with any special requirements which may be developed by HUD for legal services or domestic violence victim service RECIPIENTS as pre-approved by the CITY. Reporting in a database comparable to HMIS is a requirement of ESG funding. The comparable database will be maintained by the RECIPIENT and used to collect data and report on outputs and outcomes as required by HUD. RECIPIENT is required to enter all client intakes, provide regular updates and exit all clients once services are completed. As applicable, RECIPIENT must enter the following information in the comparable database for federal reporting purposes:

- 1) Name
- 2) Social Security Number
- 3) Date of Birth
- 4) Race
- 5) Ethnicity
- 6) Gender
- 7) Veteran Status
- 8) Disabling Condition
- 9) Residence Prior to Program Entry
- 10) Zip Code of Last Permanent Address
- 11) Housing Status

- 12) Program Entry Date
- 13) Program Exit Date
- 14) Personal Identification Number
- 15) Household Identification Number
- 16) Income and Sources
- 17) Non-Case Benefits
- 18) Destination (where client will stay upon exit)
- 19) Financial Services Provide (if any)
- 20) Housing Relocation & Stabilization Services Provided (if any)

(f) CITY shall provide full reporting requirements as required by HUD, under separate documentation for RECIPIENT. If RECIPIENT is a legal services or domestic violence victim services RECIPIENT, and requires 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 administering agency, as an agent of the FMCoC, to determine that the alternative database meets the standards for comparable client-level databases, including compliance with the HMIS Data and Technical Standards which are acceptable to HUD and the CITY.

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

(h) 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. Subcontracts. The RECIPIENT shall not enter into subcontracts for any work contemplated under the Agreement without first obtaining the CITY's written approval.

(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 OMB Circulars referenced in this Agreement are available at the Entitlement Cities Division, Room 7282, Department of Housing and Urban Development, 451 Seventh Street, SW., Washington, DC 20410.

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:

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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; and (iii) changes to the insurance requirements specified in **Exhibit C** approved by CITY's Risk Manager in his or her 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 venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which 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.

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

By: _____
Bruce Rudd
City Manager

Date: _____

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: _____
Brandon M. Collet
Deputy City Attorney

Date: _____

Addresses:

CITY:
City of Fresno
Attention: Bruce Rudd, City Manager
2600 Fresno Street Room 3076
Fresno, CA 93721
Phone: (559) 621-8300
FAX: (559) 488-1078

WestCare California Inc.

By: _____
Shawn Jenkins
Senior Vice President
(Attach Notary Certificate of Acknowledgement)

Date: _____

By: _____

Name: _____

Title: _____

(Attach Notary Certificate of Acknowledgement)

Date: _____

RECIPIENT:

WestCare California Inc.
Attention: Shawn Jenkins
Address: 1505 N. Chestnut Street
Fresno, CA 93703
Phone (559) 251-4800 x2092
FAX: (559) 453-7827

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES
Consultant Service Agreement "Between" the City of Fresno
and WestCare California, Inc.
Emergency Solutions Grant
PROJECT TITLE

Program Funding Application

Executive Summary (1 page)			
Section	Section Heading	Attachment Documents	
*	Acknowledge review of insurance requirements	• n/a	
1	Project Summary	• Form (one page)	
2	Project Description	• Narrative (two pages)	
3	Meeting Program Priorities	• Narrative (two pages)	
4	Project Schedule	• Narrative (one page)	
5	Experience of Applicant(s)	• Narrative (two pages)	
6	Current and Completed Projects	• Narrative (one page)	
7	Acknowledge Consistency with Federal/Local Funding Requirements	• n/a	
8	Budget	• Form (two pages)	

Section B Budget Summary

BUDGET PROPOSAL - CITY OF FRESNO ESG TWELVE (12) MONTH BUDGET PROPOSAL

ORGANIZATION NAME WestCare California, Inc.
PROJECT NAME City of Fresno ESG (Project Unite)

ESG ACTIVITY	TOTAL BUDGET for this program	CITY ESG funds proposed	CITY ESG funds previously awarded for this program	COUNTY ESG funds (awarded, requested, or expected) for this program	Matching funds for this program	Source(s) of matching funds for this program
Street Outreach / Emergency Shelter						
Turning Point Street Outreach & Emergency	\$ 88,195.98	\$ 88,195.98	\$ -	\$ -	\$ 88,195.98	Turning Point match - First Step Homes services.
Total street outreach/ emergency shelter	\$ 88,195.98	\$ 88,195.98	\$ -	\$ -	\$ 88,195.98	
Homelessness Prevention						
Homelessness Prevention- Housing Relocation & Stabilization						
Homelessness Prevention- Tenant Based Rental Assistance						
WestCare California Costs - Homeless Preve	\$ 24,225.00	\$ 24,225.00	\$ -	\$ -	\$ 24,225.00	WestCare match - HUD SSVF services
Total homelessness prevention	\$ 24,225.00	\$ 24,225.00	\$ -	\$ -	\$ 24,225.00	
Rapid Re-Housing						
Rapid Re-Housing - Housing Relocation & Stabilization						
WestCare California Costs	\$ 101,000.35	\$ 101,000.35	\$ -	\$ -	\$ 101,000.35	WestCare California match - HUD SSVF services. Turning Point match - First Step Homes services. Poverello House match - meals to clients.
Turning Point RR Case Management	\$ 12,316.98	\$ 12,316.98	\$ -	\$ -	\$ 12,316.98	
Poverello House - Rapid Rehousing	\$ 34,680.69	\$ 34,680.69	\$ -	\$ -	\$ 34,680.69	
Rapid Re-Housing -Tenant-Based Rental Assistance						
WestCare California - RR Rental Assistance	\$ 122,033.98	\$ 122,033.98	\$ -	\$ -	\$ 122,033.98	WestCare match - HUD SSVF services
Total rapid re-housing	\$ 270,032.00	\$ 270,032.00	\$ -	\$ -	\$ 270,032.00	
Administrative costs up to 2.5% of ESG funds requested for program activities	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL ALL ESG Activities in this BUDGE	\$ 382,452.98	\$ 382,452.98	\$ -	\$ -	\$ 382,452.98	

WestCare California, Inc.
 City of Fresno ESG (Project Unite)
 12-month Budget 1/1/16 - 12/31/16

Street Outreach & Emergency Shelter

Subcontractor - Turning Point Street Outreach & Emergency Shelter	Turning Point, will provide housing assistance in the forms of bridge housing and homeless prevention assistance including payment of arrears for rent and/or utilities, or temporary placement in The Sheds. Calculated at an estimated \$14,699.33 per mo. x 6 mos.
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Homelessness Prevention

WestCare California	
Rental Assistance	Funds to provide assistance to clients for short-term, medium-term, or one-time payment for rent in arrears. Estimated at \$2,231 per month x 6 months.
Security & Utility Deposits	Funds to assist clients with security and/or utility deposit assistance. Estimated at \$478 per month x 6 months.
Utility Payments	Funds to assist clients with utility payments. Estimated at \$478 per month x 6 months.
Indirect Costs	Calculated at 26.7% of direct costs.

Rapid Re-Housing

WestCare California	
Case Manager (1 FT & 1 PT)	Case Managers will provide individuals and their families with case management to ensure they transition to independence. This will include arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of clients and helping them obtain housing stability.
Housing Locator	The Housing Locator will be responsible for identifying and transitioning program clients into stable housing. This will be a full time staff.
Director of Housing Services	The Director of Housing Services will be responsible for the oversight of the program and scope of work. This position will approve all purchase to ensure costs are within budget, monitor data for contract compliance, submit performance reports, and will provide supervision through direct observation and follow-up training. This will be a 23% FTE.
Fringe Benefits	Calculated at 23.7% of total salaries
Communications	Connectivity fees associated with the cell phone to be used by WestCare ESG program staff, office phone, and internet connectivity. Calculated at \$312.37 per month x 12 months.
Office Supplies	This line item represents the cost of consumables such as paper, pens, clipboards, toner, etc. Calculated at an estimated \$263 per month x 6 months.
Office Utilities	These are the electricity, natural gas, and other utility costs allocated per the rented space in the facility to be used by the program. Calculated at \$101 per month x 6 months.
Office Repairs/Maintenance	For the day-to-day facility repairs of the program facility. Calculated at an estimated average of \$25 per month x 6 months.
Staff Mileage/Fuel	For mileage reimbursements due to WestCare ESG staff for use of their personal vehicle for program related travel. Calculated at an estimated \$189.71 per month x 12 months.
Indirect Costs	Calculated at 26.7% of direct costs.
WestCare Rapid Rehousing Activities - Rental Assistance	
Rental Assistance	Funds to provide assistance to clients for short-term, medium-term, or one-time payment for rent in arrears. Estimated at \$8,355 per month x 6 months.
Security & Utility Deposits	Funds to assist clients with security and/or utility deposit assistance. Estimated at \$6,205 per month x 6 months.
Utility Payments	Funds to assist clients with utility payments. Estimated at \$1,493 per month x 6 months.
Indirect Costs	Calculated at 26.7% of direct costs.
Subcontractor - Turning Point RR Case Management	Our partner, Turning Point, will provide Rapid Rehousing Case Management. Calculated at an estimated \$2,053 per month x 6 months.
Subcontractor - Poverello House Rapid Rehousing	Our partner, Poverello House, will work in concert with WestCare and Turning Point on "Project Unite" by conducting initial assessments of the clients in the Villages to determine the type of supportive service or social service required. Once initial needs are assessed, Poverello House will refer clients to Turning Point for bridge housing or WestCare for additional housing navigation. Poverello House will work with Turning Point and WestCare to help clients obtain documents needed for housing.

Section C Homeless Service Report

EXECUTIVE SUMMARY

WestCare California, Inc. (WCCA) seeks \$382,452.98 in City of Fresno Emergency Solutions Grant (ESG) funding to support the rapid-rehousing assistance and homelessness prevention efforts of Project Unite. This project is currently supported by City of Fresno ESG funds. Project Unite's housing services are in high demand, and WCCA and our partners Turning Point of Central California (TPCC) and Poverello House (PH) seek to continue providing this valuable assistance in 2016. **WCCA serves as the lead organization and fiscal agent** for this collaboration which allows for effective and efficient use of resources and avoids duplication of services. Each agency provides a match for this project.

Project Unite began service delivery on February 15, 2015. To date, it has helped 39 homeless individuals find suitable housing and 13 households comprised of 57 individuals from becoming homeless through prevention activities. The current caseload is 20 families with a total of 39 people housed. An average of 17 people is enrolled each week. Per Department of Housing and Urban Development (HUD) guidelines, all of those assisted meet the criteria of being homeless and, per ESG requirements, have incomes which are at or below 30% of the Fresno MSA median income. During the grant period (January 1, 2016 – December 31, 2016), Project Unite will: **1) conduct outreach activities twice per week, 2) provide 20 individuals with homelessness prevention services, 3) provide 40 individuals with rental assistance, and 4) provide 60 individuals with case management services.**

Project Unite's partner organizations are active members of the Fresno Madera Continuum of Care (FMCOC) and have many years of experience working with and housing homeless individuals. Project Unite supports the goals of the FMCOC to house the most vulnerable homeless in the City of Fresno in permanent supportive housing and follows a Housing First model. It seeks to ensure those homeless in need of permanent supportive housing are found, receive necessary services, assessed, and ranked based on needs. The target population is unsheltered homeless individuals including the chronically homeless, homeless veterans who do not qualify for veteran's housing programs, and other homeless persons identified as highly vulnerable. Individuals are referred by project partners as well as the Red Cross, Fresno Housing Authority, Department of Social Services, and self-referrals. Services include outreach, housing stabilization, and navigation services. The program's goals focus on improving the housing, health, well-being, and income of chronically homeless individuals. Project Unite's activities focus on the specific needs of each individual and incorporate evidence-based programs to best address their needs. Project staff uses trauma-informed approaches and helps clients remain in permanent housing and overcome barriers to obtaining benefits and employment. Staff uses the Vulnerability Index-Service Prioritization and Decision Assistance tool (VI-SPDAT) screening tool which helps prioritize clients for available housing and works with the FMCOC's Coordinated Assessment and Housing Match (CAHM) system to locate housing appropriate for each individual's situation. Case Managers work with individuals to create an Individual Service Plan (ISP) and provide linkages to employment services, vocational training, primary medical care, mental health and substance abuse treatment (including co-occurring services); and assist with enrollment in Medi-Cal and other vital public benefit programs.

SECTION 1 • PROJECT SUMMARY FORM

Organization Name: WestCare California, Inc.

Address: 1505 N. Chestnut Ave, Fresno, CA 93703

Federal Tax I.D. Number: 23-7368450

Organization Type (check all that apply):

- State certified non-profit entity
 Public agency qualified to receive ESG funds under applicable federal rules

Executive Director Name: Richard Steinberg

Phone: (702) 385-2090 x10108 E-mail: richard.steinberg@westcare.com

Project Contact Name: Shawn Jenkins, Senior Vice President

Contact Organization: WestCare California, Inc.

Address: 1505 N. Chestnut Ave, Fresno, CA 93703

Phone: (559) 251-4800 x20902 E-mail: shawn.jenkins@westcare.com

Application Contact Name (if different from Project Contact above): _____

Contact Organization: _____

Address: _____

Phone: _____ E-mail: _____

Original Signature of Authorized Official (attached Board/company Resolution)

Signature: 

Title: Senior Vice President

Name: Shawn Jenkins

Date: November 2, 2015



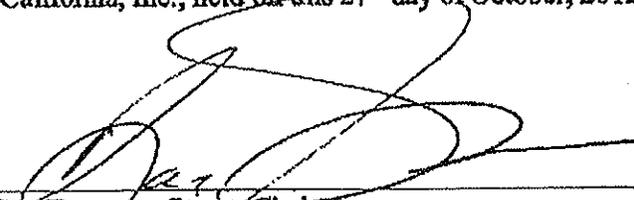
RESOLUTION WCCA 2012-03

RESOLUTION OF WESTCARE CALIFORNIA, INC. BOARD OF DIRECTORS AUTHORIZING THE CONTRACTING POWERS OF THE OFFICERS OF THE CORPORATION.

WHEREAS, the following organizational resolution was passed at a regular meeting of the Directors of WestCare California, Inc. (the "Corporation"), held on October 27, 2012, at which a quorum was present.

THEREFORE, BE IT RESOLVED that, subject to any Contract Policy as may be adopted by the Board, in its discretion, and in addition to those authorizations expressly set forth in Section 5 of *The Amended and Restated Bylaws of WestCare California, Inc.* dated October 27, 2012, and unless otherwise limited or directed by the Board, the President, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, and Regional Senior Vice President be, and each of them hereby is, authorized to sign and execute in the name and on behalf of the Corporation all applications, contracts, licenses, permits, leases and other deeds and documents or instruments in writing of whatever nature that may be reasonably required in the ordinary course of business of the Corporation, and pursuant to the mission and purpose of the Corporation, and that may be necessary for, and incidental to, the lawful operation of the business of the Corporation, and to do such other acts and things as such officers deem necessary or advisable to fulfill such legal requirements as are applicable to the Corporation, its mission and purpose.

PASSED AND ADOPTED at its regular meeting of the Board of Directors of WestCare California, Inc., held on this 27th day of October, 2012, by a unanimous vote:



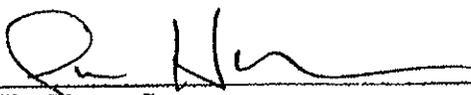
Dr. Toussaint Streat, Chair
Board of Directors
WestCare California, Inc.

October 27, 2012
Date



Richard Steinberg, President
Board of Directors
WestCare California, Inc.

October 27, 2012
Date



Jim Hanna, Secretary
Board of Directors
WestCare California, Inc.

October 27, 2012
Date

SECTION 2 – PROJECT DESCRIPTION

WestCare California, Inc. (WCCA), in collaboration with Turning Point of Central California (TPCC) and Poverello House (PH), operates Project Unite - an outreach, housing stabilization, and navigation program that prioritizes the housing, health and well-being of chronically homeless individuals and those at imminent risk of homelessness. Project Unite assists homeless individuals regardless of gender, sexual orientation, and/or disability provided they meet the income requirements of project funding (at or below 30% of median income for Fresno MSA) including those with no current income or work history. This program follows a Housing First model and prioritizes housing homeless individuals and families and preventing homelessness for those at imminent risk of homelessness. **WCCA serves as the lead organization and fiscal agent for this collaborative project** which allows for effective and efficient use of resources and avoids duplication of services. The target population is homeless individuals residing in the City of Fresno including the chronically homeless, homeless veterans, and other homeless persons identified as highly vulnerable (including families with children). WCCA utilizes a team approach and works with an array of local partners including organizations taking part in the Fresno-Madera Continuum of Care (FMCoC) and its Coordinated Assessment and Housing Match (CAHM) system. WCCA, TPCC, and PH combine to provide coordinated street outreach; housing stabilization services; case management; referrals to employment services, vocational training, primary medical care, mental health and substance abuse treatment (including co-occurring services); enrollment assistance for Medi-Cal and other vital public benefit programs and related recovery services for homeless individuals in the City of Fresno. WCCA, TPCC, and PH work together to provide vital assistance and promote and ensure linkages to permanent housing and case management services. Project services began February 15, 2015. To date, Project Unite has assisted 39 homeless individuals to find suitable housing and 13 households comprised of 57 individuals from becoming homeless through prevention activities. The current caseload is 20 families with a total of 39 people housed. An average of 17 people is enrolled each week. Of the 23 households housed through the HOMERUN Housing Push, 13 were enrolled in Project Unite and assisted with case management services. Case Managers also spend two hours weekly at MAP Point where they conduct outreach, screenings, and complete assessments and enrollments.

The goals of Project Unite are: 1) decrease the number of persons experiencing unsheltered and chronic homelessness in Fresno, 2) increase participants' income, and 3) increase participants' ability to obtain and maintain permanent housing, and 4) establish and maintain a healthy lifestyle. During 2016, Project Unite will work to engage more chronically homeless and extremely low-income individuals and families. This includes assisting veterans who are not eligible for housing assistance through Supportive Services for Veterans Families (SSVF) and Veterans Affairs Supportive Housing (VASH) programs. By providing the identified services, **Project Unite will meet the following outcomes in 2016: 1) conduct outreach activities twice per week, 2) provide 20 individuals with homelessness prevention services, 3) provide 40 individuals with rental assistance, and 4) provide 60 individuals with case management services.**

Collaboratively, WCCA and our partners work to identify, engage, and assess the chronically homeless and most vulnerable homeless residing in the City of Fresno. Project Unite conducts

street outreach and provides housing locator assistance, short- and medium term rental assistance, bridge housing, and case management services including linkages to various community resources. We assist homeless individuals to meet their immediate and long-term housing needs through emergency housing, bridge housing, and housing stabilization assistance (payment of rent and/or utility arrears). Individuals are provided with case management services to help them develop skills to gain self-sufficiency. Project Unite builds on the FMCoC's current collaborations and utilizes the CAHM system. Project Unite partners WCCA, TPCC, and PH leverage resources to implement a coordinated system of care for the most vulnerable homeless in our community. Activities incorporate evidence-based programs including Housing First, Motivational Interviewing (MI), and Motivational Enhancement Therapy (MET) to best address the needs of those we serve. This model ensures that those being assessed for permanent housing are easily found, given the necessary services to ensure timely access to housing, ranked appropriately based on needs, and receive supportive services which help them maintain their housing. Due to Fresno's lack of available emergency shelter beds, the need for temporary housing ("bridge" housing) was identified as a priority in order to keep those that are surveyed on the streets safe until permanent housing can be secured for them. Project Unite uses the CAHM system to ensure homeless individuals receive timely, appropriate assessment, supportive services, and permanent housing. This system allows for comprehensive data collection and sharing to better understand and meet the needs of the underserved.

To provide comprehensive services, Project Unite employs, a Director of Housing Services, Outreach Specialist, Housing Locator, and Case Managers and uses volunteer Housing Navigators. Staff in these positions helps individuals based on their needs and current housing status with priority being given to the most difficult to house individuals. The Outreach Specialist engages the homeless, conducts the VI-SPDAT assessment, provides brief interventions, links individuals with the Homeless Prevention Program through the CAHM system for housing prioritization, and helps them secure temporary shelter or bridge housing until they can be placed in permanent housing. The volunteer Housing Navigators affiliated with the FMCoC are instrumental in helping individuals locate and obtain immediate and long-term housing. The Housing Locator assists homeless individuals to identify and transition to permanent housing, provides transportation, and serves as a liaison with landlords. The Case Manager identifies each individual's barriers to stable housing and helps them to address and overcome their specific barriers. WCCA, TPCC, and PH provide case management for individuals using their programs while individuals not currently associated with any of the partners are provided with a Case Manager from one of the partners based on their particular situation and needs. The Case Manager conducts a comprehensive intake/individualized assessment to determine the needs of the individual and any family members if applicable. The Case Manager provides wraparound services for individuals and their families to ensure they transition to independence. This includes arranging, coordinating, monitoring, and delivery of services related to meeting the housing needs of the clients and helping them obtain stability.

SECTION 3 – MEETING PROGRAM PRIORITIES

Through Project Unite, WCCA, TPCC, and PH offer a coordinated effort to reduce the number of homeless in the City of Fresno. In 2016, Project Unite will continue to make progress in this area and help the City of Fresno and the FMCoC meet the goal of reducing homelessness among the identified target populations and priority sub-populations including the chronically homeless, unsheltered homeless who are living outdoors or in places not intended for human habitation, homeless veterans, and families with children. Project Unite follows the Housing First model and does not require participants to be in treatment for mental health or substance abuse issues in order to receive assistance nor does it require participants to have a current income or work history. Additionally, Project Unite adheres to the requirements of the HEARTH Act of 2009 and the Fair Housing Act and assists homeless individuals regardless of gender, sexual orientation, and/or disability provided they meet the income requirements of project funding (at or below 30% of median income for Fresno MSA). All of the activities identified herein work together and provide a holistic approach to helping the homeless obtain and retain housing, increase their physical and mental well-being, and locate and maintain sources of income which all help lead to self-sufficiency.

Project Unite has been operating with City of Fresno ESG funds since its inception in February 2015. It has served 66 individuals to date of which six (6) were families with children. To meet the program policies and priorities set forth by the City of Fresno, Project Unite works to identify, engage, and assist the most vulnerable homeless individuals, including families with children, through a Housing First service model. This encompasses those who fall under HUD's homeless categories: literally homeless, at imminent risk of homelessness, homeless under other Federal statutes, and those fleeing or attempting to flee domestic violence. Project Unite further targets those in the subpopulations identified by the City of Fresno: unsheltered homeless living outdoors or in places not intended for human habitation, chronically homeless, homeless veterans, and other persons identified as highly vulnerable. Major efforts are made to transition the chronically homeless residents of "The Sheds," emergency shelters, and bridge housing to permanent housing. Project Unite assists veterans who are not eligible for Veteran's Administration (VA) housing programs such as SSVF and VASH and refers those who are eligible to the VA and veterans organizations such as San Joaquin Valley Veterans for assistance. While these are the primary target populations, Project Unite assists all homeless individuals who seek help provided they meet the program's financial requirements. Those who do not meet program requirements are referred to other appropriate programs.

Eligibility for various forms of Project Unite assistance is determined through the use of the VI-SPDAT which is administered by the Outreach Specialist. The score on the VI-SPADT determines the appropriate type of housing assistance for each individual be it Rapid Re-Housing or Permanent Supportive Housing. Project Unite focuses its efforts on clients who score 10 and above on the VI-SPADT and then uses the FMCoC's CAHM system to match each individual to the appropriate vacancy and housing program. Project Unite also concentrates on clients who score between 5 and 9 as these individuals may qualify for Rapid Re-housing.

WCCA, TPCC, and PH use the Housing First approach in their various housing programs and understand the need to place the homeless in a stable, permanent living environment without

barriers to entry prior to engaging them in supportive services. Project Unite works to decrease the number of persons experiencing unsheltered and chronic homelessness in Fresno by utilizing existing partnerships through the FMCoC. These established relationships allow for quickly housing participants. Staff helps secure affordable housing through the CAHM system and ensures reasonable rent by using HUD's FMR standards.

Once housed, the Case Manager and Housing Locator help participants maintain their residence and increase their economic, social, and medical stability. Providing supportive services increases the number of individuals who obtain permanent housing and retain it for a minimum of six months. WCCA, TPCC, and PH realize this can be a lengthy, slow-moving process and meet participants where they are while guiding them towards linkages to permanent housing and financial stability. The Case Manager and other direct service staff use trauma-informed approaches and help clients remain in permanent housing and overcome barriers to obtaining benefits and employment. Needs assessments are done and case management ensures needs are addressed, support provided, and progress towards goals is monitored. Individual Service Plans (ISPs) identify specifics such as mental healthcare, substance abuse treatment, medical care, public benefits, vocational training and education that are needed. Services are provided by WCCA, TPCC, PH and/or community partners. WCCA staff is available to help participants enroll in Medi-Cal and are experienced in identifying other benefits for which the participant may be eligible. The Case Manager assists participants in obtaining identification and other documents required to receive public benefits and obtain employment. Based on their needs assessment, participants are provided with or linked to programs for literacy, vocational training, education (GED, community college), job readiness skills (interpersonal and interview skills, resumes, job search assistance). Assistance and linkages are provided to ensure a participant's legal responsibilities such as child support or court fines are addressed as well. Additional supportive services include life skills training such as money management, hygiene, and nutrition education. Underlying the potential success of these efforts is a foundation of addressing each participant's medical, mental health, medication management, and substance abuse treatment needs. This is accomplished through regular case management and contact with participants.

SECTION 4 – PROJECT SCHEDULE

As the lead agency and fiscal agent, WCCA will continue to process monthly invoices which include supporting documentation and copies of invoices for collaborating partners. Invoices will be submitted by the 10th of each month by the WestCare Foundation Office accountant in Las Vegas, Nevada.

The following timeline specifies the time period indicating when each activity will be accomplished.

JANUARY 1, 2016 – DECEMBER 31, 2016			
ACTIVITY	FREQUENCY	RESPONSIBLE PARTY(IES)	MILESTONE DATE
Recruit, hire, and train Outreach Workers	At program award	WCCA and PH	January 1, 2016
Conduct face-to-face outreach and assessments	ONGOING – twice per week	Outreach Specialist	January 1, 2016
Provide short and medium-term rental assistance	ONGOING	WCCA	January 1, 2016
Provide case management and linkages based on individual needs	ONGOING	Case Managers from WCCA and PH	January 1, 2016
Assist participants to find appropriate housing	ONGOING	Housing Locator, Housing Navigator	January 1, 2016
Recruit and hire new staff and conduct new employee orientation	AS NEEDED	HR Director, Deputy Administrator, Program Manager	February 1, 2016
Staff program training	AS NEEDED	Program Manager	March 1, 2016
Submit invoices	MONTHLY	Accountant	10 th of each month

SECTION 5 – EXPERIENCE OF APPLICANT(S)

WCCA and our project partners TPCC and PH are highly qualified, experienced, and well-positioned to provide the required services to high-need populations including the chronically homeless. All three organizations are active members of the FMCoC, 25 Cities Initiative, MAP Point at the Pov, and participate in the CAHM system.

WCCA has over 40 years of experience developing, implementing and operating programs for special populations including the homeless, veterans, persons living with HIV/AIDS, individuals with co-occurring disorders, criminal justice clients, juveniles, and those with mental health and substance abuse disorders. WCCA manages an annual budget exceeding \$31 million with more than 40 grants/service contracts annually. **Senior Vice President Shawn Jenkins has the authority to represent and make legal binding commitments on behalf of WCCA.** WCCA staff has many years of experience providing services in a variety of areas including housing assistance, veteran's services, family support, prisoner re-entry, transportation, life skills classes, crisis intervention, mental healthcare, and substance abuse treatment. ESG funds which WCCA has received include funding for Project Unite (\$889,959), MAP (\$366,000), Home Run (\$65,000), and Original Grant (\$150,000). Entities that fund WCCA include local and state agencies, provider networks, private foundations and corporate giving programs, and federal agencies such as the Departments of Veterans Affairs, Health and Human Services, Housing and Urban Development, and Transportation; Substance Abuse and Mental Health Services Administration; and Corporation for National and Community Services. Local funders include the State of California, City of Fresno, County of Fresno, and government entities in surrounding counties. Private funders include national foundations such as the Elizabeth Taylor AIDS Foundation and Kaiser Permanente. Refer to Section 5 for additional housing projects and their funding sources.

Key Project Unite staff members are:

- Deputy Administrator Lynn Pimentel is the supervisor for community and social service programs. She holds a BA in Social Welfare, MA in Rehabilitation Counseling, has been a Certified Rehabilitation Counselor for 36 years, and is a Registered Addiction Specialist.
- Maryann Calderon is the Program Coordinator of Housing Services. She holds a BS in Criminology-Victimology Option, a BA in Chicano Latino Studies, a Victim Services Certificate, and has numerous trainings in social services. She has case managed clients for over 14 years and has over 10 years' experience in program management.
- Esther Carnegie serves as the Housing Locator. She has a BA in Liberal Studies and MA in Education. She has 9 years of experience in social services and 2 years of management experience.
- Michelle Allen has served as Case Manager/Navigator since 4/1/2015. She is a registered Addiction Specialist and a Certified Group Facilitator. She has worked in social service settings for 6 years.

TPCC has over twenty years' experience providing residential and outpatient substance abuse and mental health treatment, operation of employment programs, crisis services, child health and development, domestic violence intervention, sober living environments, case management, life

skills instruction and provision of trauma informed and gender-specific rehabilitative services. Senior Managers have many years of experience with housing programs and have developed successful operating policies. TPCC is an original member of the FMCoC, has fully participated in their Homeless Management Information system, and met outcome measures.

Key Project Unite staff members are:

- Michael Thomas serves as Program Director and provides oversight of program activities and staff and prepares reports and ensures program compliance. Mr. Thomas has worked with homeless populations for over twenty years and has been a Program Director for approximately five years. He is currently pursuing a certification in Alcohol and Drug Abuse Counseling.

Since 1973, PH has provided social services to the needy and has extensive experience in assisting homeless clients with social services which are provided to anyone in need, regardless of their circumstances. Because of this philosophy, PH has helped the hardest of homeless clients: those with both substance abuse issues and mental disabilities. PH provides three meals a day, 365 days a year and serves 1,500 meals per day at locations such as domestic violence shelters, afterschool programs, and churches. It also operates several relevant programs:

- Men's Resident Substance Abuse Rehabilitation Program (a 6-12 month work therapy program followed by six months of aftercare);
- Naomi's House began in 2002 and is a 24-bed overnight shelter, "safe haven," for single homeless women. It offers basic necessities and case management services to assist women in finding housing, accessing mental health services, and assisting them in making positive life choices to achieve self-sufficiency.
- Village of Hope was formed in 2004 in response to the increasing number of homeless encampments in Fresno. The Community of Hope was formed in 2007 to meet the growing demand for shelter for the homeless. The Villages help people end the cycle of homelessness. Staff at the Villages provides the occupants with access to education, life skills training, substance abuse counseling and mental health referrals.

The following are current legal actions involving WCCA which were presented by the Risk Management Committee to the Board of Directors on September 26, 2015. Neither of these will prevent WCCA from completing the proposed project.

-Anderson: premise liability and negligent supervision. Incident involves a minor child of a client allegedly sexually assaulting two minor children of another client at WCCA's MLK facility on April 14, 2012. A tentative settlement is pending approval of the court.

-Reyes: personal injuries from car crash with WCCA employee. Incident involves a WCCA vehicle which struck and injured the claimant on May 24, 2013. A settlement was reached on June 6, 2015 based on medical expenses.

SECTION 6 – CURRENT AND COMPLETED PROJECTS

WCCA has a history of operating successful housing programs employing the Housing First model in Fresno including the following:

- **Project LiftOFF:** This project began operations in 2013 and operates under a Housing First model of service delivery. It provides homeless, disabled adults and their children with case management services and permanent supportive housing. This project receives HUD funds through the FMCoC. This is a currently operating program and has assisted 20 families to date comprised of 44 individuals including children.
- **Supportive Services for Veteran Families (SSVF):** This is a federal Veteran's Administration (VA) grant which provides former military service members and their families with housing assistance in a variety of capacities. Started in 2012, WCCA's program serves many military families in Fresno and surrounding counties. Through July 2015, a total of 1,356 individuals have received housing assistance through this program. Since program inception, 690 individuals have been helped through rapid re-housing, and 666 people have been assisted through homelessness prevention activities. This is a currently operating program.
- **Housing Opportunities for People With AIDS (HOPWA):** WCCA received funds in 2009 to provide housing to people living with HIV/AIDS. Funding for the contract ended in June 2013. In 2014, WCCA partnered with the Fresno Housing Authority to provide case management services for their HOPWA application which was awarded. This program is currently assisting 20 individuals.
- **Fresno First Steps Home:** This collaborative effort between WCCA and the Fresno Housing Authority operated from June 2013 – September 2014. It was funded through the Mayor's Initiative to End Homelessness. The program assisted 115 literally homeless individuals with case management services and obtaining housing.
- **Homeless Prevention and Rapid Re-housing Program (HPRP):** From 2009 – 2012, WCCA provided homelessness prevention and rapid re-housing services to veterans and their families who were experiencing homelessness or were at risk of becoming homeless. This was funded by the City and County of Fresno. This program assisted 60 unique individuals through homelessness prevention and 195 individuals through Rapid Re-housing.

SECTION 7 - ACKNOWLEDGE
CONSISTENCY WITH LOCAL/FEDERAL FUNDING REQUIREMENTS

WCCA will ensure that all sub-recipients comply with 24 CFR Part 576, as amended, and related implementing regulations. WCCA will ensure all sub-recipients participate in HMIS, the local CAHM system, and the Fresno Madera Continuum of Care.

EXHIBIT D

**Consultant Service Agreement “Between” City of Fresno
and WestCare California, Inc.
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 CONSULTANT’S profession. Architect’s and engineer’s coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT 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 CONSULTANT 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

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT 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) CONSULTANT 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. CONSULTANT 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, CONSULTANT'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 CONSULTANT'S insurance and shall not contribute with it. CONSULTANT 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: CONSULTANT 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 CONSULTANT.
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 CONSULTANT, CONSULTANT 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. CONSULTANT 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, CONSULTANT 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, CONSULTANT 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

CONSULTANT 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, CONSULTANT 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

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

Signature

Date

**WestCare California Inc.
1505 N. Chestnut Street
Fresno, CA 93703**

Additional page(s) attached.