

## **AGREEMENT**

### **Emergency Solutions Grant**

THIS AGREEMENT is made and entered into the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2015 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "WestCare Foundation", 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 July 13, 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.

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 11142014 for the City of Fresno Emergency Solutions Grant dated November 14, 2014 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 September 1, 2015, and shall end June 30, 2016, which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed Thirty Nine Thousand, Five Hundred and Seventy One Dollars and Zero Cents (\$39,571.00) 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 at the rate of \$5 per hour. 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

WestCare California Inc.

By: \_\_\_\_\_  
Bruce Rudd  
City Manager

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

Title: \_\_\_\_\_

(Attach Notary Certificate of Acknowledgement)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney

By: \_\_\_\_\_  
Brandon M. Collet  
Deputy City Attorney

Date: \_\_\_\_\_

Addresses:

RECIPIENT:

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.  
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

See attached

## SECTION 2 – PROJECT DESCRIPTION

WestCare California, Inc. (WCCA) currently operates Project Unite in the City of Fresno. In 2014, the City of Fresno awarded ESG funding of \$150,000 for this program which **WCCA matched 100%**. This program operates under a Housing First model and began operations on April 1, 2015. It is 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. The population of focus is unsheltered homeless individuals residing in the City of Fresno including the chronically homeless, homeless veterans, and other homeless persons identified as highly vulnerable including mentally ill and those with co-occurring disorders. Following the Housing First model, participants are not required to be in treatment for mental health or substance abuse issues in order to receive assistance. 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. Those who do not meet the income requirement are referred to appropriate programs including WCCA's Project LiftOFF and Supportive Services for Veteran Families (SSVF) housing programs. **In less than four months since its inception, Project Unite has directly assisted 53 homeless individuals, 17 of whom have minor children in the household.** Per HUD guidelines, all of these individuals meet the criteria of being homeless, and **all of those assisted qualify as chronically homeless.**

WCCA is utilizing a team approach for this project by working with an array of local partners, including organizations taking part in the Fresno-Madera Continuum of Care and its Coordinated Assessment and Housing Match (CAHM) system. WCCA serves as the lead organization and fiscal agent for Project Unite. Formal project partners are Turning Point of Central California (TPOCC) and Poverello House (PH). This collaboration allows for effective and efficient use of resources and avoids duplication of services while adhering to requirements of the HEARTH Act of 2009 and the Fair Housing Act. WCCA, TPOCC, and PH work together 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 in Medi-Cal and other vital public benefit programs and related recovery services for homeless individuals in the City of Fresno.

WCCA and our partners work to identify and assess the chronically homeless and most vulnerable homeless residing in the City of Fresno. We assist homeless individuals to meet their immediate and long-term housing needs. This is accomplished through emergency housing, bridge housing, housing stabilization assistance (payment of rent and/or utility arrears), and rapid re-housing assistance. 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 partners leverage current 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 will help them maintain their housing. Project Unite uses the Performance Management and Communication Platform system to enter

data collected on the VI-SPDAT and then utilizing the CAHM system to match each individual to the appropriate vacancy and housing program. This helps ensure homeless individuals receive timely, appropriate assessment, supportive services, and permanent housing and allows for comprehensive data collection and sharing to better understand and meet the needs of the underserved.

The **outcomes** anticipated for 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 maintain permanent housing and a healthy lifestyle. WCCA anticipates assisting 12 additional individuals from September 1, 2015 – March 1, 2015 while also continuing to assist the 53 current households. Outcomes will be achieved through provision of multiple services by project partners in collaboration with community agencies and organizations. Supportive services will increase the number of individuals who obtain permanent housing and retain it for a minimum of six months. Staff will help secure affordable housing through the CAHM system and ensure reasonable rent by use of HUD's Fair Market Rent standards. The Case Manager and other direct service staff utilize trauma-informed approaches and help clients remain in permanent housing and overcome barriers to obtaining benefits and employment. Needs assessments and case management ensure needs are addressed, support provided, and progress towards goals is monitored. An individual Service Plan (ISP) identifies specifics such as mental healthcare, substance abuse treatment, medical care, public benefits, vocational training and education.

### SECTION 3 – MEETING PROGRAM PRIORITIES

Project Unite meets HUD's policies and priorities by focusing on individuals in two homeless categories – those who are literally homeless and those at imminent risk of homelessness. **The project's primary target is the chronically homeless in the City of Fresno including those who are literally homeless, those living in places not meant for human habitation, and those at imminent risk of homelessness.** In addition to HUD's priorities, Project Unite also addresses the City of Fresno's 2013-2014 Annual Action Plan's "Anti-Poverty Plan" to assist persons who are homeless or vulnerable to becoming homeless. This includes partnering with the Fresno Madera Continuum of Care (FMCoC) to implement a 10-year plan to end chronic homelessness. Priority populations identified in this plan and assisted by Project Unite include: **unsheltered homeless persons who are living outdoors or in other places not intended for human habitation, chronically homeless persons, and other homeless persons who have been identified as highly vulnerable.**

To be eligible for assistance through Project Unite, participants must fall at or below 30% of median income for the County of Fresno (required by the funder). Project Unite **serves individuals and households with children** and focuses its efforts on clients who score between a 5 and 9 on the Vulnerability Index-Service Prioritization and Decision Assistance tool (VI-SPADT) as these clients may qualify for rapid re-housing. **Major efforts are made to transition residents of emergency shelters and bridge housing to permanent housing.** Project Unite also assists individuals who score 10 and above on the VI-SPDAT due to the lack of permanent supportive housing in the community. These individuals are classified as the "most vulnerable" and require Permanent Supportive Housing. Homeless prevention efforts focus on those at imminent risk of becoming homeless because they are behind in their rent or about to lose their home for other reasons. Any client who identifies as a veteran is referred to the Veteran's Administration (VA) and veterans organizations such as San Joaquin Valley Veterans. Individuals who do not meet the income requirements to be eligible for services are referred to other WCCA housing programs, including Project LiftOFF, or other agencies' programs for assistance.

Since the start of services on April 1, 2015, Project Unite has assisted 53 individuals in obtaining permanent housing. 56 individuals contacted Project Unite for help and were screened, and 53 remained in contact and received direct assistance. 17 of these clients had minor children in the household, and two (2) had other adults in the household. 38 individuals were literally homeless and 15 were at risk of homelessness. Clients include those who are/have: chronic health conditions (25%), chronically mentally ill (21%), physically disabled (15%), developmentally disabled (15%), alcohol dependent (2%), and drug dependent (1%). Additionally, Project Unite helped 22 individuals to obtain housing assistance through the Fresno Housing Authority's Tenant Based Rental Assistance or Housing Choice Voucher programs.

Due to the high demand for housing assistance, WCCA's current need is for additional funds to assist with rapid re-housing assistance including short- and medium-term rental assistance, housing relocation, and stabilization services. The need for housing assistance in the target population is immense. Of individuals surveyed through the coordinated entry system between April and June 2014, 361 (58%) of those screened scored between 5 and 9 on the VI-SPDAT

which places them in the target population. WCCA is the only Project Unite partner to provide funding for the needed housing services and helps those referred by project partners, other agencies, and self-referrals. It serves an average of 19 people per day for rapid re-housing and 13 per day for homelessness prevention. During the grant period (September 1, 2015 – March 1, 2016), WCCA anticipates serving an additional 12 households while also continuing to assist the current 53 households with rapid re-housing and homelessness prevention assistance. Without additional funding, this assistance through Project Unite will experience an interruption in service delivery beginning in August and continuing until receipt of next year's funding in November (through extension of our current City of Fresno ESG contract).



## SECTION 4 – PROJECT SCHEDULE

### TIMELINE

If awarded funding, WCCA's Project Unite staff will perform the following tasks within the six-month timeline to assist participants to obtain and retain housing, increase their income, and lead a healthy life:

#### Month One (1)

- Enroll seven (7) additional clients with VI-SPDAT scores of 5 or higher in Rapid Re-housing
- Develop Individual Service Plans for all new participants
- Assess existing caseload and identify the most vulnerable participants
- Determine any additional linkages needed to move participants to permanent supportive housing or self-sufficiency
- Identify and assist participants in applying for public benefits for which they are eligible including Medi-Cal and TANF
- Link all current tenants to necessary community resources prior to case closer to ensure successful housing retention
- Assess and encumber funds adequate to serve existing clients

#### Month Two (2)

- Enroll five (5) additional clients with VI-SPDAT scores of 5 or higher in Rapid Re-housing
- Develop Individual Service Plans for all new participants
- Identify and assist new participants in applying for public benefits for which they are eligible including Medi-Cal and TANF
- Determine and provide linkages and referrals to community resources
- Utilize Bridge Point housing during document readiness phase
- Match clients to appropriate housing using Housing Locator and CAHM system
- Assist all clients with budgeting & job search
- Conduct housing retention skills training in participant's home or at Project Unite's office
- Assess and encumber funds adequate to serve existing clients

#### Months Three through Six (3-6)

- Conduct home visitations to assess participants' readiness for self sufficiency
- Modify Individual Service Plans based on the needs of the individual and their family
- Focus supportive efforts on retention of housing and independent living skills
- Assist all clients with development of a personal support system
- Provide ongoing case management and job search if necessary
- Assess and encumber funds adequate to serve existing clients

## SECTION 5 – EXPERIENCE OF APPLICANT

WCCA, established in 1974, is a leader in meeting the needs of the homeless population in Fresno and surrounding areas. WCCA provides a diverse and comprehensive array of services based on the individualized needs of the client including: housing; case management; HIV/AIDS intervention and education; substance abuse prevention and education activities; life skills training; vocational counseling including assistance with employment placement; individual/group supportive counseling; treatment for co-occurring substance abuse and mental health disorders; specialized programming and supportive services for veterans; community-based linkages and referrals for needs including public benefits and healthcare; budgeting and financial literacy training; referrals for educational services and GED completion assistance; and recovery support services and relapse prevention. This encompasses prevention and early intervention services, treatment and supportive care to special populations, including but not limited to, the homeless; veterans; adolescents at risk for substance abuse; incarcerated men and women; and persons currently living with and/or impacted by HIV/AIDS. **WCCA is not involved in any legal actions, bankruptcies, or lawsuits that would prevent it from completing the proposed project.**

WCCA is affiliated with the WestCare Foundation family of non-profit 501(c)3 organizations. WestCare Foundation is a non-profit organization founded in 1973 with over 40 years of experience operating substance abuse, mental health, and other human services programs, including behavioral health services in community-based and in-prison treatment environments. Headquartered in Las Vegas, Nevada, the WestCare family of programs has operations in seventeen (17) states and two (2) U.S. Territories. Under the direction of CEO/President Richard Steinberg, the organization is supported by more than 1,500 dedicated staff nationwide. WestCare Foundation has well-established staff resources to manage its internal administrative fiscal system. Tina Stiles is the Chief Financial Officer and responsible for accounting operations that exceed \$90 million annually. Ms. Stiles supervises fiscal staff including regional controllers and accountants and ensures appropriate oversight and review of cash management and budget reconciliation.

WCCA currently has 263 employees and has direct oversight of federal, state and local grants with an annual budget of exceeding \$31,000,000. Entities that fund WCCA include local, state and federal government agencies, provider networks, private foundation and corporate giving programs, and federal agencies such as the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA), Department of Housing and Urban Development (HUD), Department of Veterans Affairs (VA), Department of Transportation (DOT), and Corporation for National and Community Services (CNCS). Other funders include national foundations such as the Elizabeth Taylor AIDS Foundation and Kaiser Permanente. Local funders include the State of California, the City of Fresno, the County of Fresno, and other government entities in surrounding counties. **This includes prior Emergency Solutions Grants from the City of Fresno awarded in 2014 for Project Unite and Fresno County in 2015 for Multi-Agency Access Program (MAP) activities. Federal grants include funding from the Department of Housing and Urban Development (2012 – present) for Project LiftOFF which is a rapid rehousing program through the FMCOC. (See Section 5 for a comprehensive list of WCCA's housing programs.)**

In addition to WCCA's direct experience, our Project Unite partners, Turning Point of Central California and Poverello House, are well-known and respected throughout the community and bring strong linkages and many years of relevant experience to the project. All three agencies are proud members of the Fresno-Madera Continuum of Care (FMCoC) with staff serving in varying capacities in leadership and support roles. Staff currently engages in coordinated outreach and screening activities in the City of Fresno geared to guide homeless individuals to the Coordinated Assessment and Housing Match (CAHM) system for housing assistance. All agencies utilize the Vulnerability Index-Service Prioritization and Decision Assistance tool (VI-SPDAT) to assess and assist homeless individuals. The VI-SPDAT ranks each individual based on their answers to questions regarding their situation, length of homelessness, medical issues, and mental health diagnoses. WCCA and its partners understand the need to provide housing free of limiting restrictions such as requiring no substance use, receiving mental health care or other conditions prior to program acceptance and follow a Housing First service model.

WCCA is led by Shawn Jenkins, Senior Vice President. Mr. Jenkins has over twenty years of progressively responsible clinical, administrative, and management experience in therapeutic community treatment environments and case management services at WCCA, which includes fourteen years as an administrator in substance abuse treatment programs working with homeless populations. Mr. Jenkins is responsible for administering grants and contracts, supervising personnel, developing all program budgets, monitoring expenditures, reviewing fiscal systems for accountability, and coordinating the forecasting and planning of cost projections for program operations and budget development. This includes oversight of Project Unite's program activities, performance, and budget. **Mr. Jenkins has the authority to represent WCCA and make legal binding commitments on its behalf.**

Mr. Jenkins is assisted by Lynn Pimentel, Deputy Administrator. Ms. Pimentel is the direct supervisor for community and social service programs including Project Unite. Ms. Pimentel provides programmatic leadership for all WCCA programs and clinical oversight for substance abuse and mental health treatment programs. Ms. Pimentel has extensive experience working with special populations including PLWHA. Her duties have included coordinating client care by collaborating with other health care professionals to provide and facilitate services; functioning as a liaison to promote inter-organizational collaboration; participating in design and implementation of research; arranging for staff development, education and training; implementing Quality Assurance surveys and monitoring the effectiveness of the treatment system; assisting with budget tracking and managing program budgets and expenditures; monitoring compliance with state and federal standards, regulations and guidelines; and developing, implementing and monitoring procedures to meet agency policies, and contract management. Ms. Pimentel earned a BA in Social Welfare from California State University in Fresno, Master of Arts Degree in Rehabilitation Counseling from California State University in Sacramento, has been a Certified Rehabilitation Counselor for 36 years and is a Registered Addiction Specialist. She serves as Chairperson of Babies First Leadership Team, and is a member of the National Rehabilitation Counseling Association and the Central California Rehabilitation Association.

## SECTION 6 – CURRENT AND COMPLETED PROJECTS

WCCA has been providing housing assistance for six years (since 2009) through various programs as follows:

- **Homeless Prevention and Rapid Re-housing Program (HPRP):** in 2009 WCCA was awarded an HPRP contract from the City of Fresno to provide homelessness prevention and rapid re-housing services to veterans and their families who were experiencing homelessness or are at risk of becoming homeless. This was a three-year contract that served a total of 520 individuals. Of these, 395 received rapid re-housing assistance including 178 veterans, and 125 received homelessness prevention assistance including 57 veterans.
- **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. During the funding period, 12 people were assisted with their housing needs. In 2014, WCCA partnered with the Fresno Housing Authority to provide case management services for their HOPWA application which was awarded.
- **Supportive Services for Veteran Families (SSVF):** SSVF 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. To date, a total of 1,356 individuals have received housing assistance through this program. (These numbers include veterans and their family members.) Since program inception, 690 individuals have been helped through rapid re-housing, and 666 people have been assisted through homelessness prevention activities. So far during the current fiscal year, 369 individuals have been assisted: 222 individuals received rapid re-housing assistance and 147 received homelessness prevention services through WCCA's P2 grant funding. In 2014, the project received a P1 expansion grant to double its capacity and numbers served and provide services to veterans in additional rural counties. This expansion grant has served 244 individuals to date: 192 received rapid re-housing assistance, and 52 received homelessness prevention services.
- **Project LiftOFF:** Project LiftOFF began operations in 2013. This project provides operates under a Housing First model of service delivery and provides homeless, disabled adults and their children with permanent supportive housing and case management services. This project receives HUD funds through the FMCoC. To date, 66 people have received permanent supportive housing assistance through this project.
- **Fresno First Steps Home:** First Steps Home operated from June 2013 – September 2014. It was a collaborative effort between WCCA and the Fresno Housing Authority and was funded through the Mayor's Initiative to End Homelessness. The program assisted 97 literally homeless individuals obtain housing and case management services.

## **SECTION 7 – CONSISTENCY WITH FEDERAL/LOCAL FUNDING REQUIREMENTS**

WestCare California, Inc. certifies that it will comply with 24 CFR Part 576, as amended and related implementing regulations. WestCare California, Inc. will participate in HMIS, the local CAHM system, and the Fresno Madera Continuum of Care.

## **SECTION 8 – PROJECT BUDGET**

The required budget forms follow on next two pages.

**Exhibit B**

**BUDGET SUMMARY**

**Consultant Service Agreement "Between" City of Fresno  
and WestCare California, Inc.**

**Emergency Solutions Grant**

PROJECT TITLE

See attached

**BUDGET PROPOSAL - CITY OF FRESNO ESG**

**SIX (6) MONTH BUDGET PROPOSAL**

**ORGANIZATION NAME**

WestCare California, Inc.

**PROJECT NAME**

ESG Unite Rapid Re-Housing

**Instructions:**

Please use this form to prepare a proposed budget for six(6) months of program expenditures during the period September 1, 2015 to March 1, 2016.

Provide line item budget detail below and use the budget narrative to explain proposed budget items

The budget should show **total** costs for this program during a six-month period. If a portion of program costs during the period September 1, 2015 to March 1, 2016 will be covered by ESG funding previously awarded by the City or County of Fresno or if the applicant expects to request ESG funding from Fresno County, please use the appropriate columns to show these amounts. If City or County ESG funds will be used for costs that are not included in this budget, please use the space below to explain.

ESG ACTIVITY	TOTAL BUDGET		CITY ESG funds		COUNTY ESG		Source(s) of matching funds for this program
	for this program	CITY ESG funds proposed	previously awarded for this program	funds (awarded, requested, or expected) for this program	Matching funds for this program		
<b>Street Outreach / Emergency Shelter</b>							
WestCare California staff & operating costs	\$ 9,222.00		\$ 9,222.00		\$ 9,222.00	WestCare match - HUD SSVF services	
Poverello House staff & operating costs	\$ 5,920.00		\$ 5,920.00		\$ 5,920.00		
Turning Point staff & operating costs			\$ 73,497.00		\$ 73,497.00		
<b>Total street outreach/ emergency shelter</b>	\$ 88,639.00	\$ -	\$ 88,639.00	\$ -	\$ 88,639.00		
<b>Homelessness Prevention</b>							
<b>Homelessness Prevention- Housing Relocation &amp; Stabilization</b>							
<b>Homelessness Prevention- Tenant Based Rental Assistance</b>							
WestCare California financial assistance	\$ 35,199.00		\$ 35,199.00		\$ 35,199.00	WestCare match - HUD SSVF services	
<b>Total homelessness prevention</b>	\$ 35,199.00	\$ -	\$ 35,199.00	\$ -	\$ 35,199.00		
<b>Rapid Re-Housing</b>							
<b>Rapid Re-Housing - Housing Relocation &amp; Stabilization</b>							
WestCare California case management	\$ 34,018.00		\$ 34,018.00		\$ 34,018.00	WestCare match - HUD SSVF services, Poverello House match - meals to clients, Turning Point match - First Step Homes Services	
WestCare California relocation & stabilization	\$ 49,275.00		\$ 49,275.00		\$ 49,275.00		
Poverello House staff & operating costs	\$ 19,459.00		\$ 19,459.00		\$ 19,459.00		
Turning Point staff & operating costs	\$ 10,264.00		\$ 10,264.00		\$ 10,264.00		
<b>Rapid Re-Housing - Tenant-Based Rental Assistance</b>							
Rental Assistance	\$ 102,679.00	\$ 32,446.00	\$ 70,233.00		\$ 102,679.00	WestCare California match - HUD SSVF services	
Security & Utility Deposits	\$ 10,768.00	\$ 3,410.00	\$ 7,358.00		\$ 10,768.00		
Utility Payments	\$ 5,750.00	\$ 1,818.00	\$ 3,932.00		\$ 5,750.00		
Moving Cost Assistance	\$ 31.00	\$ 13.00	\$ 18.00		\$ 31.00		
<b>Total rapid re-housing</b>	\$ 232,244.00	\$ 37,687.00	\$ 194,557.00	\$ -	\$ 232,244.00		
<b>Administrative costs up to 2.5% of ESG funds requested for program activities</b>							
	\$ 942.00	\$ 942.00			\$ 942.00	WestCare match - In-kind	
<b>TOTAL ALL ESG Activities in this BUDGET</b>	\$ 357,024.00	\$ 38,629.00	\$ 318,395.00	\$ -	\$ 357,024.00		

**EXPLANATION OF OTHER ESG FUNDS**

If your organization has been awarded ESG funds from the City or County of Fresno for activities that will be implemented during the period September 1, 2015 to March 1, 2016, please explain how those funds will be used to pay for costs associated with this program (shown above), or for other program costs during this period: *WCCA has been awarded ESG funds from both the City and County of Fresno which cover the period of 9/1/15 to 3/1/16. Project Unite is currently funded 100% by City of Fresno ESG funds. WCCA received an extension of this contract which will take effect on November 1, 2015 and run June 30, 2016. Funds will continue to be used to provide case management, housing stabilization, bridge housing and housing locations assistance to service the city's most vulnerable homeless and those at risk of homelessness. WCCA is the lead organization and fiscal agent for Project Unite and partners with Turning Point of Central California and Poverello House to provide services. WCCA provides 100% of the rapid re-housing and homeless prevention financial assistance for this project.*

*WCCA does not have any pending City or County of Fresno ESG funding requests. Future WCCA ESG funding requests will be determined based upon organizational and project needs when notifications of funding availability and RFPs are released.*

If your organization has requested or expects to apply for ESG funds from the County of Fresno for activities that will be implemented during the period September 1, 2015 to March 1, 2016, please explain how those funds will be used to pay for costs associated with this program (shown above), or for other program costs:  
N/A

**EXPLANATION OF MATCHING FUNDS**

Please describe the sources and used of matching funds. If matching funds will be used to pay for costs that are not included in the budget above, please clearly describe the costs and activities that will be supported with those matching funds:

*WestCare California will provide its match through HUD SSVF services. The HUD Supportive Services for Veteran Families (SSVF) program provides supportive services and temporary financial assistance, based on need, to very low income veteran families to prevent and reduce homelessness. Turning Point will provide its match through First Step Homes services which will provide additional assistance to the Project Unite clients for preventing or reducing homelessness. Poverello House will provide its match through 3 meals a day to 120 clients for the length of the program.*

WestCare California, Inc.  
City of Fresno ESG Unite Rapid Re-Housing  
6-month Budget 9/1/15 - 3/1/16  
Budget Narrative

**Rapid Re-Housing**

<b>WestCare Rapid Rehousing Activities - Rental Assistance</b>	
Rental Assistance	Funds to provide assistance to clients for short-term, medium-term, or one-time payment for rent in arrears. Estimated at \$5,408 per month x 6 months.
Security & Utility Deposits	Funds to assist clients with security and/or utility deposit assistance. Estimated at \$568.33 per month x 6 months.
Utility Payments	Funds to assist clients with utility payments. Estimated at \$303 per month x 6 months.
Moving Cost Assistance	Funds to assist program clients with moving costs. Estimated at \$13 in a 6-month period.

**Administration**

<b>WestCare Administrative Costs</b>	Administrative costs are comprised of administrative personnel and other such costs that support the program and are not covered in the line item budget. These costs include, but are not limited to, management, accounting, payroll, human resources, and technical support. Calculated at 26.7% of direct costs.
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**EXHIBIT C**

**Homeless Services Report**

See attached

**Organization:** \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Age Levels	
0-5	
6-12	
13-17	
18-34	
35-54	
55-59	
60-64	
65+	
Unknown	
<b>Total</b>	

Gender	
Male	
Female	
Total	

Veterans	
Persons w/ Disabilities	

<b>Quarter:</b>	
Total Meals	
Total Shelter Nights	
<b>Year to Date:</b>	
Total Meals	
Total Shelter Nights	

Race		
	Total Persons	Hispanic Persons
White		
Black/African American		
Asian		
Amer. Indian/Alaska Native		
Native Hawaiian/Other Pacific Islander		
Amer. Indian/Alaska Nat. & White		
Asian & White		
Black/African Amer. & White		
Amer. Indian/Alaska Nat. & Black African American		
<b>TOTAL</b>		

**Matching Funds Report (ESG requires a 1:1 match). The following are the sources of the agency's match:**

Source(s):	Amount
1	\$
2	
3	
4	
5	
6	
7	
8	

**Total**      \$

Signature of the Authorized Agent or Officer:

Date:

Print/Type Name:

**Job Title:**

## **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.