

AGREEMENT Emergency Solutions Grant

THIS AGREEMENT is made and entered into the 1st day of September, 2023, by and between the CITY OF FRESNO, a California municipal corporation (CITY), and Poverello House, a California 501(c)(3) not-for-profit Corporation (RECIPIENT). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

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

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

Then CITY issued a Notice of Funding Available (NOFA) on January 27, 2023, to solicit for proposals with specific plans to provide eligible ESG services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless and related indirect costs (up to a maximum indirect rate of 10% of modified total direct costs eligible under the ESG award). The contract award is contingent upon the following conditions:

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

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

Pursuant to CITY Resolution No. 2023-134 the CITY Manager is authorized to execute ESG Agreements, on behalf of the CITY, that are within available allocate ESG funding and in a standard form approved by the CITY Attorney.

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

ARTICLE 1

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

- A. "ACT" – 24 CFR Part 576 et seq. as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule, published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).
- B. "Administrator" and "Contract Administrator" shall mean the Manager of the Housing and Community Development Division of the Planning and Development Department of CITY or his or her designee.
- C. "Bid Proposal" and "Proposal" shall mean RECIPIENT's response to the NOFA including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.
- D. "Budget" shall mean RECIPIENT's Cost Proposal submitted with the Bid Proposal.
- E. "CITY Manager" shall mean the CITY Manager of CITY.
- F. "Comparable Database" shall mean a required database for providers of services for victims of domestic which is compliant with HUD HMIS Data Standards.
- G. "Contract" or "Contract Documents" shall mean and refer to this Agreement including its exhibits and the NOFA and Bid Proposal with all attachments and addenda thereto.
- H. "ESG" shall mean the Emergency Solutions Grant as set forth in the ACT.
- I. "General Conditions" or "General Requirements" shall mean the General Requirements contained in the NOFA.
- J. "Di Minimus Indirect Rate" shall mean 10% of modified total direct cost (MTDC) and is further described at 2 CFR200.68 and CFR200.414(f) including referenced appendices.
- K. "HMIS" means the Homeless Management Information System. HMIS is the information system designated by the local Continuum of Care (CoC) to comply with the requirements of CoC Program interim rule 24 CFR 578. It is a locally-administered data system used to record and analyze client, service, and housing data for individuals and families who are homeless or at risk of homelessness.
- L. "HMIS Data Standards" serve as the foundation for data base software construction, data entry, analysis and reporting.
- M. "HMIS System Administrator" shall mean the individual(s) whose job it is to manage the HMIS implementation at the local level: enrolling programs and managing appropriate use, supporting users through connection to, or direct provision of, user training, and overseeing system setup.
- N. "Modified Total Direct Cost" (MTDC) shall mean all ESG eligible direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and

subawards and subcontracts up to the first \$25,000 of each subaward or subcontract regardless of the period of performance of the subawards and subcontracts under the award. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of the subaward and subcontract in excess of \$25,000. (2 CFR 200. 68).

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

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

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

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

S. "NOFA" shall mean the 2023-2024 Consolidated NOFA for the CITY of Fresno Emergency Solutions Grant dated January 27, 2023 including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

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

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

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

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

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

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

expressly set forth therein.

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence on September 1, 2023 and shall end August 31, 2024, 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 Two Hundred One Thousand Three Hundred Sixty-Two Dollars (\$201,362.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit A** attached hereto and incorporated herein. Compensation is based on actual expenditures, supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and submitted by the RECIPIENT to the CITY with each request for reimbursement. The RECIPIENT's request for reimbursement shall also be in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation. Notwithstanding any payment provisions herein, RECIPIENT's failure to timely and properly submit required records and reports set forth in this Agreement may be cause for CITY to suspend or delay reimbursement payments to RECIPIENT.

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

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

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

d. CITY will not be obligated to make any payments under this Agreement if the request for payment is received by the CITY more than 60 days after the date of termination of this Agreement or the date of expiration of this Agreement,

whichever occurs first.

e. RECIPIENT understands and agrees that the availability of ESG Funding hereunder is subject to the control of HUD and should the ESG Funding be encumbered, withdrawn, or otherwise made unavailable to CITY whether earned or promised to RECIPIENT and/or should CITY in any fiscal year hereunder fail to appropriate said funds, CITY shall not provide said funds to RECIPIENT unless and until they are made available for payment to CITY by HUD and CITY receives and appropriates said Funds. No other funds owned or controlled by CITY shall be obligated under this Agreement to the project(s). Should sufficient funds not be appropriated, the Services provided may be modified, or this Agreement terminated, at any time by the CITY as provided in section 10 below.

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

5. Progressive Expenditure and Request for Payment Deadlines. In order to expend the HUD ESG funding in a timely manner, the SUBRECIPIENT shall expend 25% of the Grant Award by December 31, 2023; 50% of the Grant Award by March 31, 2024; 75% of the Grant Award by June 30, 2024; and 100% of the Grant Award by August 31, 2024. SUBRECIPIENT shall make Progressive Reimbursement Request Deadlines of eligible HOPWA expenditures within 30 days of the respective Progressive Expenditure Deadlines. SUBRECIPIENT shall make reimbursement requests no later than 30 days after Progressive Expenditure Deadlines as follows: a request for reimbursement of an amount not less than 25% of the Grant Award's allowed cost must be made by January 31, 2024; a request for reimbursement of an amount not less than 50% of the Grant Award's allowed cost must be made by April 30, 2024; a request for reimbursement of an amount not less than 75% of the Grant Award's allowed cost must be made by July 31, 2023; and a request for reimbursement of an amount not less than 100% of the Grant Award's allowed cost must be made by September 30, 2024. Failure to meet the expenditure deadlines as outlined in **Exhibit D** will result in the recapture of an amount equal to the difference between the required expenditure by the applicable deadline and the actual expenditure by the deadline.

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

7. 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 10 below. RECIPIENT shall notify CITY in writing within seven 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.

8. 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.

9. 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 17
- f. RECIPIENT fails to maintain any required insurance.
- g. There is a loss of third-party funding (see Section 7 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 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 14 days.
- i. RECIPIENT's failure, inability or admission in writing of its inability

to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.

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

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

10. 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 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 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) seven 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.

11. 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) incurred by CITY, RECIPIENT or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. RECIPIENT'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If RECIPIENT should subcontract all or any portion of the work 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 termination or expiration of this Agreement.

12. 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 E** 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.

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

14. Records, Reports and Inspection.

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

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

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

- RECIPIENT NAME: Poverello House
- RECIPIENT ID (UEI #): VD7WB8T67MK7
- Federal Award Identification Number (ESG Grant #) E-23-MC-06-001
- Federal Award Date: August 1, 2023
- Period of Performance: September 1, 2023- August 31, 2024
- Federal Funds Obligated by this Agreement: 201,362.00
- Total Federal Funds Obligated to RECIPIENT: 201,362.00
- Total Amount of the Federal Award: 601,082.00

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

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

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

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

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

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

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

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

Administrator and other CITY and/or HUD representatives.

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

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

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

f. All data elements specified above in 14(e) must be recorded for each ESG project in HMIS and the fields needed to correctly generate the performance reports are required to be collected in the comparable database.

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

This Section 14 shall survive expiration or termination of this Agreement.

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

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

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

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

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

16. 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 F**. 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

17. RECIPIENT warrants, covenants and agrees, for itself and its contractors and subcontractors of all tiers, that it shall comply with all applicable requirements of the Lead-Based Paint Poisoning Prevention Act of 42 U.S.C. 4821 et seq., 24 CFR Part 35 and 24 CFR 982.401(j). In this regard RECIPIENT shall be responsible for all inspection, testing and abatement activities.

a. The requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856) and implementing regulations at 24 CFR Part 35. In addition, the following requirements relating to inspection and

abatement of defective lead-based paint surfaces must be satisfied: (1) Treatment of defective paint surfaces must be performed before final inspection and approval of the renovation, rehabilitation or conversion activity under this part; and (2) Appropriate action must be taken to protect shelter occupants from the hazards associated with lead-based paint abatement procedures.

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

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

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

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

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

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

e. RECIPIENT warrants, covenants and agrees that it shall perform the Services in a manner that does not engage in inherently religious activities and that does not engage in any prohibited activities described in 24 CFR 576.23. Without limitation, RECIPIENT shall not unlawfully discriminate on the basis of religion and shall not provide religious instruction or counseling, conduct religious services or worship,

engage in religious proselytizing, or exert other religious influence in pursuit hereof. Subject to the foregoing, RECIPIENT does not intend to utilize ESG funding to construct, rehabilitate or convert facilities owned primarily by religious organizations or to assist primarily religious organizations in acquiring or leasing facilities to the extent prohibited in 24 CFR 576.23.

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

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

18. 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).

19. 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.

ARTICLE 3 GENERAL PROVISIONS

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Independent Contractor.

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

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

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

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

39. 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.

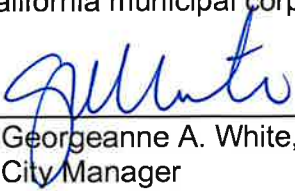
40. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

41. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

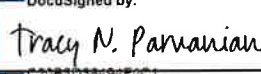
[SIGNATURE APPEAR ON NEXT PAGE]

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

CITY OF FRESNO,
A California municipal corporation

By: 
Georgeanne A. White,
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  9/20/2023
Tracy N. Parvanian Date
Supervising Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By:  9-22-2023
Deputy

Poverello House,
501 (c) 3 Not for Profit Corporation

By:  9/20/2023

Name: Zachary Darrah

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

By: _____

Name: _____

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

REVIEWED BY: _____

Addresses:

CITY:
City of Fresno
Attention: Karen Jenks
Housing & Neighborhood Revitalization
Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) [#]
FAX: (559) [#]

RECIPIENT:

Poverello House
Attention: Zach D. Darrah
CEO Poverello House
412 F. Street
Fresno, CA 93607
Phone: (559) 498-6988
FAX: [area code and #]

Attachments:

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

EXHIBIT A
SCOPE OF SERVICES
Agreement “Between” City of Fresno and
Poverello House
Emergency Solutions Grant
HOPE Team

Poverello House (PH) will provide outreach to people experiencing homelessness who are not engaged in navigation services and/or in emergency shelter within the City of Fresno (COF). The purpose of the program is to link people experiencing homelessness to navigation services and shelter. The Homeless Outreach Progressive Engagement (HOPE) Team will provide outreach services in the COF daily. The HOPE Team will have up to eight outreach workers. The HOPE Team will focus on the City of Fresno. Four HOPE Team members will be funded through ESG. Poverello House will provide four additional workers as part of the cash match. The additional four workers will collaborate with existing outreach teams, which include the HERO Team and Poverello House's outreach team targeting homeless encampments in the City of Fresno. The HOPE Team will also work with the Fresno Police Department to provide outreach services. The HOPE Team proposes to provide street outreach services to 800 unduplicated homeless individuals within the City of Fresno.

The HOPE Team duties will include the following:

- 1) Outreach to people experiencing homelessness throughout the City of Fresno,
- 2) linking them to navigation services,
- 3) linking to shelters, temporary housing or family,
- 4) connecting them to supportive services, and
- 5) providing homeless verifications for programs such as Multi-Agency Access Program (MAP Point) and other housing programs.

The HOPE Team will be responsible for engaging clients "where they are at," which includes building rapport, addressing any immediate needs, and linking them to housing navigation services. At the initial contact, the HOPE Team member will utilize the community's coordinated entry system to determine if diversion tactics are appropriate. After the initial screening and diversion practices are exhausted, the client will be connected to housing navigation services. They will also be assessed for any emergency service needs such as medical, mental health, and shelter services. The HOPE Team will provide transportation and bus tokens for clients to get to essential appointments. The HOPE Team will focus on individuals who are not currently being assisted with navigation services. The goal of the HOPE Team is to provide outreach to 600 unduplicated clients. The HOPE Team will also target people who are experiencing homelessness who are highly vulnerable. The highly vulnerable population includes people over 65 and victims of human trafficking.

EXHIBIT B

BUDGET SUMMARY Agreement "Between" City of Fresno and Poverello House Emergency Solutions Grant HOPE Team

CITY OF FRESNO OPERATING BUDGET SUMMARY (non-capital projects)									
Budgeted Position (Personnel) or Category (Operations)	City of Fresno HUD Funds			Other Funds for Project					Project Totals (All Funds)
	Salaries & Wages	Fringe Benefits	Totals (City of Fresno HUD Funds)	Other Federal Funds	State Funds	Local Govm't Funds	Private / Donor Funds	Other Funds (specify)	
Salaries/Wages (Specify each position; add additional rows as needed)									
Direct Service Personnel:									
Street Outreach Coordinator	37,440.00	7,488.00	44,928.00						44,928.00
Street Outreach Worker	35,360.00	7,072.00	42,432.00						42,432.00
Street Outreach Worker	35,360.00	7,072.00	42,432.00						42,432.00
Street Outreach Worker	36,400.00		36,400.00				6,032.00		42,432.00
Street Outreach Worker							39,936.00		39,936.00
Street Outreach Worker							39,936.00		39,936.00
Street Outreach Worker							39,936.00		39,936.00
Street Outreach Worker							39,936.00		39,936.00
Administrative Personnel:									
Chief Programs Officer	4,200.00	880.00	5,080.00						5,080.00
Client Services Manager	9,820.00	1,964.00	11,784.00						11,784.00
Chief Financial Officer							4,800.00		4,800.00
Independent Contractors / Consultants:									
(enter position title)									
(enter position title)									
TOTAL PERSONNEL BUDGET	\$ 158,580.00	\$ 24,476.00	\$ 183,056.00	\$ -	\$ -	\$ -	\$ 170,576.00	\$ -	\$ 353,632.00
Occupancy, Supplies, and Other Operating									
Office Rent									
Utilities							2,400.00		2,400.00
Telecommunications							2,400.00		2,400.00
Office Supplies							987.00		987.00
Project Supplies (Specify)							2,693.00		2,693.00
Printing									
Travel							4,000.00		4,000.00
Training									
Internet									
Postage									
Other (HMIS)									
TOTAL OCCUPANCY, SUPPLIES AND OTHER OPERATING BUDGET			\$ -	\$ -	\$ -	\$ -	\$ 12,480.00	\$ -	\$ 12,480.00
INDIRECT COSTS (Select 1 indirect rate only)									
Approved Cost Allocation Plan Rate									
De minimus 10 % Rate			18,306.00				18,306.00		36,612.00
TOTAL INDIRECT COST BUDGET			\$ 18,306.00	\$ -	\$ -	\$ -	\$ 18,306.00	\$ -	\$ 36,612.00
Program Expense Budget									
Grant Assistance to Beneficiaries									
Loans to Beneficiaries									
Other (Specify)									
TOTAL PROGRAM EXPENSE BUDGET			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROJECT BUDGET	\$ 158,580.00	\$ 24,476.00	\$ 201,362.00	\$ -	\$ -	\$ -	\$ 201,362.00	\$ -	\$ 402,724.00

EXHIBIT C

ESG QUARTERLY REPORT

Project Sponsor Name :	Poverello House	Project Sponsor ID (DUNS #)	127482537
Federal Award Identification Number (ESG Grant #):	E-23-MC-06-0001	Federal Award Date:	8/1/2023
Federal Funds Obligated by This Agreement:	\$ 201,362.00	Federal Funds Obligated to Project Sponsor:	\$ 201,362.00
Total Amount of the Federal Award for this Activity	\$ 201,362.00	Name of Federal Awarding Agency	Department of Housing and Urban Development (HUD)
Name of Pass-Through Entity:	City of Fresno, CA	Award Official Contact Person:	Erika Lopez erika.lopez@fresno.gov
CDFA Name:	Emergency Solutions Grant Program, 14.231	Award Official Address:	2600 Fresno St., CHN 3065, Fresno CA 93721 Not to Exceed 10.0% di
Identification of R & D:	None	Maximum Indirect Cost Rate for the Federal Award	minus indirect rate or indirect rate approved by cognizant agency
Date of Contract Execution (mm/dd/xx)	09/01/23	Accomplishment Year (HUD Program Year)	2023
Period of Performance Start Date (mm/dd/xx)	09/01/23	Period of Performance End Date (mm/dd/xx)	08/31/24
Action Plan Year / IDIS Project ID Number	2023	Activity	ESG-Street Outreach
Project Description, Goals and Objectives: (Maximum 500 characters)			
Poverello House will provide outreach in the City of Fresno to people experiencing homelessness who are not engaged in navigation services and/or in emergency shelter. The goal of the HOPE Team is to provide outreach to 800 unduplicated clients.			
Activity Accomplishment Narrative: (Maximum 500 characters)			
Total ESG Funds Expended (PYTD)		Percent of ESG Award Expended	
Report prepared by:		Date report prepared:	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

Project Sponsor:	Poverello House	Activity(s):	SO
Date of Contract Execution (mm/dd/yyyy)	09/01/23	Accomplishment Year (HUD Program Year)	2023
Period of Performance Start Date (mm/dd/yyyy)	09/01/23	Period of Performance End Date (mm/dd/yyyy)	08/31/24
Accomplishment Narrative: (Maximum 500 characters)			
Number of Persons Engaged			
Number of Persons Contacted Once			0
Number of Persons 2- 5 Contacts			0
Number of Persons 6-9 Contacts			0
Number of Persons 10 + Contacts			0
		Total Persons Engaged	0
Number of Persons Served			
Total Number of Persons Served			0
Number of Adults (Age 18 or Over)			0
Number of Children (Under Age 18)			0
Number of Persons with Unknown Age			0
		Total Persons Served	0
Persons Fleeing Domestic Violence Upon Entry			
Yes, Fleeing Domestic Violence			0
Not Fleeing Domestic Violence			0
Number of Veterans Served	Without Children	With Children and Adults	Total
Chronically Homeless Veterans	0	0	0
Non-Chronically Homeless Veteran	0	0	0
		Total Veterans Served	0
Number of Stayovers from Prior Reporting Period			
Number of Stayovers from Prior Report Period			0
Number of Leavers			
Number of Leavers			0
Number of Adult Leavers			0
Number of Adult and Head of Household Leavers			0
		Total Number of Leavers	0
Number of Stayers at End of Reporting Period			
Number of Stayers			0
Number of Adult Stayers			0
		Total Number of Stayers	0
Length of Participation			
		Leavers	Stayers
0 to 7 days		0	0
8 to 14 days		0	0
15 to 21 days		0	0
22 to 30 days		0	0
31 to 60 days		0	0
61 to 90 days		0	0
91 to 180 days		0	0
181 to 365 days		0	0
366 to 730 days (1-2 Yrs)		0	0
731 to 1,095 days (2-3 Yrs)		0	0
1,096 to 1,460 days (3-4 Yrs)		0	0
1,461 to 1,825 days (4-5 Yrs)		0	0
More than 1,825 days (> 5 Yrs)		0	0
Data Not Collected		0	0
Total		0	0
Other Characteristics of Persons Served			
Number of Chronically Homeless Persons			0
Number of Youth Under Age 25			0
Number of Parenting Youth Under Age 25 with Children			0
Number of Adult Heads of Household			0
Number of Child and Unknown-Age Heads of Household			0
Expenditures			
Total ESG Expended (PYTD)	\$ -		
Street Outreach Expenditures	\$ -	Rapid Rehousing Expend.	N/A
Emergency Shelter Expend.	N/A	Homeless Prevention Expend	N/A
Report Prepared by:		Date Prepared	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

Project Sponsor:	Poverello House	Activity:	HMIS
Date of Contract Execution (mm/dd/yyyy)	09/01/23	Accomplishment Year (HUD Program Year)	2023
Period of Performance Start Date (mm/dd/yyyy)	09/01/23	Period of Performance End Date (mm/dd/yyyy)	08/31/24
Accomplishment Narrative: (Maximum 500 characters)			
0			
Number of HMIS Entries Made During the Reporting Period			0
Total ESG Funded Expended by Subrecipient/Contractor (PYTD)	\$ -		
Total Funds Expended for HMIS (PYTD)	\$ -		
Report prepared by:	0	0	
For City Used Only:	IDIS Activity ID #:	Reviewed by:	Date of review:

EXHIBIT D SPENDING PLAN

Grant	Use	Award	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 25% Deadline
			30-Sep-2023	31-Oct-2023	30-Nov-2023	
	Program	\$ 201,362.00	\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
	TOTAL	\$ 201,362.00	\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
Cumulative Expenditure		\$ 16,780.17		\$ 33,560.33	\$ 50,340.50	50,341
Cumulative % Expended			8%	17%	25%	25.0%
25 % of Grant						
			Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 50% Deadline
			31-Dec-2023	31-Jan-2024	28-Feb-2024	
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
Cumulative Expenditure		\$ 67,120.67		\$ 83,900.83	\$ 100,681.00	100,681
Cumulative % Expended			33.3%	41.7%	50.0%	50.0%
50 % of Grant						
			Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 75% Deadline
			31-Mar-2024	30-Apr-2024	31-May-2024	
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
Cumulative Expenditure		\$ 117,461.17		\$ 134,241.33	\$ 151,021.50	151,021
Cumulative % Expended			58.3%	66.7%	75.0%	75.0%
75 % of Grant						
			Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Expected Invoice Submission by MM/DD/YY for Month Ending:	Sum of Invoice Submissions for Meeting 100% Deadline
			30-Jun-2024	31-Jul-2024	31-Aug-2024	
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
			\$ 16,780.17	\$ 16,780.17	\$ 16,780.17	50,341
Cumulative Expenditure		\$ 167,801.67		\$ 184,581.83	\$ 201,362.00	201,362
Cumulative % Expended			83.3%	91.7%	100.0%	100.0%
100 % of Grant						

EXHIBIT E
INSURANCE REQUIREMENTS
Agreement “Between” City of Fresno And
Poverello House
Emergency Solutions Grant
HOPE Team
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).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability that insures against liability arising out of the bodily injury, personal injury, and third-party property damage occurring because of the wrongful or negligent acts attributable to the RECIPIENT.

MINIMUM LIMITS OF INSURANCE

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

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

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

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY:**
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. RECIPIENT shall establish additional insured status for the City and for all operations by use of ISO Form CG 20 26 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 26 04 13.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, RECIPIENT's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of RECIPIENT's insurance and shall not contribute with it. RECIPIENT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the

following provision: RECIPIENT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents, and volunteers.

If the *Professional Liability policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by RECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by RECIPIENT, RECIPIENT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

The fact that insurance is obtained by 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 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, consultant, sub-consultant, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS

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

VERIFICATION OF COVERAGE

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

EXHIBIT F
DISCLOSURE OF CONFLICT OF INTEREST
Emergency Solutions Grant
HOPE Team



Housing and Community Development Division
Planning and Development Department

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

Poverello House
Name of Subrecipient or Applicant

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

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

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

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

Zachary Darrah
Name

DocuSigned by:
Zachary Darrah
Signature
9/20/2023
Date

OR

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

Name Signature Date

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

Employee Agent Consultant Officer Elected Official Appointed Official

The Covered Person is:

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

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

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