

AGREEMENT Emergency Solutions Grant

THIS AGREEMENT is made and entered into the ____th day of _____, 2015 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "Economic Opportunities Commission", 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 for Funding Available (NOFA) on July 13, 2015 soliciting for proposals to provide; street outreach & emergency shelter; homelessness prevention assistance to households who would otherwise become homeless; assistance to rapidly re-house persons who are homeless; and related grant administration (up to 2.5% of award).

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 Notice of Funding Availability for the City of Fresno Emergency Solutions Grant dated July 13, 2015.

"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 Sixty One Thousand, Seven Hundred and Fifty Dollars

and Zero Cents (\$61,750.00) 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.

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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

Fresno Economic Opportunities Commission

By: _____
Bruce Rudd
City Manager

By: _____
Brian Angus
Chief Executive Director
(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

Economic Opportunities Commission
Attention: Brian Angus
Phone: 559-498-8543
FAX: 559-498-0916

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" City of Fresno
and Economic Opportunities Commission
Emergency Solutions Grant
PROJECT TITLE

See attached

SECTION 2 – PROJECT DESCRIPTION

Overview of Proposed Program, Activities, and/or Services

Fresno Economic Opportunities Commission (“Fresno EOC”) Sanctuary and Youth Services (“Sanctuary”) proposes to utilize federal Emergency Solutions Grant (ESG) funding to provide services for 205 individuals over a six-month term for Rapid Re-Housing, Homeless Prevention, and Street Outreach.

The proposed services are in alignment with Fresno EOC’s mission and vision, and fit well within the multitude of services provided by Fresno EOC Sanctuary. Fresno EOC Sanctuary has the experience and capacity to deliver services efficiently and effectively. The Sanctuary program is designed to combat homelessness from many angles, incorporating a complete system of care, from reaching out to unsheltered persons on the street and providing a comprehensive intake process to determine the best delivery of services – whether it be emergency shelter, transitional living assistance or rapid re-housing – to delivering comprehensive services with care and efficiency.

With many partners and referral resources, Fresno EOC Sanctuary will assist in providing for the many needs of those facing homelessness, including, but not limited to providing access to health care, counseling, job placement assistance, child care and assistance with paying moving expenses and utilities.

Fresno EOC Sanctuary will serve those in need of housing assistance and comprehensive case management services, who are verified homeless or are at risk of homelessness in accordance with HUD’s definition and ESG’s eligibility determination. Assistance may be provided via rapid re-housing, homeless prevention, or street outreach services based on the needs of each client.

Rapid Re-Housing for 9 households (15 individuals), which will include housing relocation and stabilization services (security deposits, last month’s rent, housing search and placement activities, and housing stability case management) and tenant-based rental assistance (up to 3 months, short-term rental assistance) for those considered “literally homeless”. The total period for which any program participant may receive services will not exceed 6 months through this ESG program.

Each eligible client will receive up to 3 months of short-term graduated declining rental assistance. Fresno EOC Sanctuary will embrace the “Housing First” approach and to rapidly re-house those for whom homelessness cannot be prevented. Clients will receive housing relocation and stabilization services including housing identification and placement, financial assistance with housing costs, advocacy and assistance in addressing housing barriers, and case management services specifically focused on maintaining housing stabilization. Case management services will include an initial consultation to determine eligibility, verification of income and housing status, conducting a client needs assessment, developing and monitoring an individualized service plan, entering HMIS data on progress of client, evaluating client progress, providing information and referrals to programs targeted to homeless people, and assisting clients into rapid re-housing placement.

Fresno EOC’s reputation as a collaborative partner and leader in providing housing, education, and employment services within Fresno County makes it an ideal organization to coordinate this effort and provide wraparound services to link participants to appropriate supportive services, such as housing, nutrition, mental health, and health care. In addition, Fresno EOC has been a long-time member of the Fresno Madera Continuum of Care (FMCoC), has participated extensively with HMIS, was a Homeless Prevention and Rapid Re-Housing (HPRP) provider for the City of Fresno, and currently is an ESG provider of rapid re-housing services, making the agency experienced and well-positioned to administer the stated project and address the service needs of the identified vulnerable population.

As described in *Section 4 – Project Schedule*, the project services reflect clients once enrolled in the program, clients will engage in case management planning, counseling assessment, initiation of wrap-around services, linkages to service providers, life skills development, and financial assistance with rent, security and utility deposits. Fresno EOC Sanctuary will provide eligible households with rental assistance, case management and stabilization services in three Phases over a 6-month period.

All households will be placed in low-income multi-family residential units. Costs for units are based on HUD's 2015 Fair Market Rate (FMR) value for the Fresno area. The breakdown of units varies. Fresno EOC will anticipate placing nine households in one and two bedroom units based on previous experiences. All nine households will receive up to 100% housing subsidy and security deposit during the first month of placement, and then the subsidy will gradually decline the next two months whereas the household has demonstrated the ability to sustain their living expenses and maintain stable housing. Clients may also be eligible to receive financial assistance with moving expenses and storage fees. Clients will be transitioned out of the program after no more than three months of services. Every effort will be made to engage clients in 30-day follow up evaluations to most effectively determine the level of successful intervention.

Homeless Prevention for 4 households (10 individuals), which will include housing relocation and stabilization services (utility deposits or payments, last month's rent, and housing stability case management) and tenant-based rental assistance (one-time payment for up to 2 months of rent in arrears to include late fees). The total period for which any program participant may receive services will not exceed 6 months through this ESG program.

Each eligible client will receive a one-time payment for rental assistance. Fresno EOC Sanctuary will embrace the "Housing First" approach and strategy to prevent homelessness to those households at the greatest risk of becoming homeless in the absence of financial assistance. Each client will receive housing assistance including, financial assistance with housing costs, advocacy and assistance in addressing housing barriers, referrals to community resources and mainstream benefits, and case management services specifically focused on maintaining housing stabilization.

As described in *Section 4 – Project Schedule*, the project services reflect all services reflects for clients once enrolled in the program, clients will engage in case management planning, counseling assessment, initiation of wrap-around services, linkages to service providers, and financial assistance with rental assistance and utility deposits.

All households will be placed in low-income multi-family residential units. Costs for units are based on HUD's 2015 FMR for the Fresno area. The breakdown of units varies. Fresno EOC will anticipate placing four of households in two bedroom units based on previous experiences. All four households will receive up to 100% housing subsidy during that one time assistance.

Street Outreach to provide emergency care on the street for 180 unsheltered homeless people, including referrals for emergency health or mental health care, housing services, engagement, case management, and street-based services for homeless populations. Street outreach will locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and mainstream social services and housing programs. These activities include an assessment of needs and eligibility, providing crisis counseling, addressing urgent physical needs, such as meals, clothes, or survival items, and actively connecting and providing information and referrals to programs targeted to homeless people, including emergency shelter, permanent-supportive housing, homeless prevention, and rapid-rehousing programs. Street outreach will maintain a steady caseload over the proposed six month term, as depicted in the in *Section 4 – Project Schedule*.

SECTION 3 – MEETING PROGRAM POLICIES AND PRIORITIES

Meeting Performance Standards

In the provision of services through the proposed Rapid Re-Housing, Homeless Prevention, and Street Outreach programs, Fresno EOC Sanctuary will adhere to proven best practices, incorporating necessary practices and procedures to assure the delivery of services to the targeted homeless populations in the most effective and efficient manner. In order to meet the highest performance standards, Fresno EOC Sanctuary will incorporate the following ESG Policies and Procedures. The Sanctuary will:

- a. adhere to the Housing First Model as a proven-effective practice;
- b. continue to utilize Homeless Management Information System (HMIS) to maintain client data and track service numbers in accordance with funding requirements and centralized efforts facilitated by the Fresno Madera Continuum of Care (FMCoC);
- c. attend all ESG partner meetings as called by the City of Fresno;
- d. continue to be a member in good standing of the FMCoC (Many members of Sanctuary's management team have served on the Executive Committee, Finance Committee, Outreach Committee, Evaluation Committee, and 25 Cities Community Team);
- e. utilize a single intake application as agreed upon by City of Fresno;
- f. participate and assist at the Multi-agency Access Point (MAP) Point which serves as Fresno's centralized intake center using Vulnerability Index & Service Prioritization Decision Assistance Tool (VI-SPDAT) to assess housing needs; and
- g. take referrals from Multi-agency Access Point (MAP) Point, 2-1-1 and other homeless services providers including City, County, State or Federal agencies, and partners including City of Fresno administrative staff.

Identification of the Population and Area to be Served

Fresno EOC Sanctuary will serve the individuals and families who are defined as homeless by the U.S. Department of Housing and Urban Development (HUD) 24 CFR Parts 91, 582, and 583 regulations, including those that are: a) literally homeless; b) at imminent risk of homelessness; c) homeless under other Federal statutes; and d) fleeing/attempting to flee domestic violence. Additionally, based on its extensive service history and experiential foundation, the Sanctuary intends to target the following high priority sub-populations from the City of Fresno:

- Unsheltered homeless individuals and families who are living outdoors or in other places not intended for human habitation;
- Chronically homeless persons;
- Individuals and families currently in housing, but are at risk of becoming homeless
- Unaccompanied youth under the age of 18; and
- Youth aging out of the foster care system.

All clients to be served with ESG funds will be at or below 30% of the median income for the County of Fresno, which shall be verified via an income documentation process. All households served must undergo a housing status eligibility for rapid re-housing or homeless prevention assistance in accordance with the ESG Program Policies and Guidelines. Every effort will be made to identify and serve households that are most in need of this temporary assistance and who are most likely to achieve stable housing, whether subsidized or unsubsidized, outside of ESG support after the program concludes.

The proposed service populations have been targeted by Sanctuary, making them familiar and accessible due to the long-standing rapport and extensive referral base that has already been established city-wide. Additionally, the "continuum of care" within the Sanctuary programs ensures that individuals and families receive comprehensive assistance throughout their transition from homelessness to self-sufficiency: the Sanctuary Outreach to the Streets (SOS) team

identifies homeless individuals and families on the streets; the Shelter provides crisis intervention and residential care for youth 12-17; older youth and young families utilize transitional living services to further attain the skills and resources needed to transition to permanent housing; chronically homeless individuals and families are referred to Project PHoenix.

An extensive, standardized intake and eligibility screening, including the VI-SPDAT, is conducted on all prospective clients to ensure that their needs align with the funding objectives and that they are committed to achieving successful outcomes.

SECTION 4 – PROJECT SCHEDULE

TIMELINE FOR PROVISION OF SERVICES AND EXPENDITURE OF FUNDS

Rapid Re-Housing –Fresno EOC Sanctuary will provide nine (9) eligible households (HHs) with rental assistance, case management and stabilization services in three (3) Phases over a 6-month period, as follows:

Month 1: <u>Activity:</u> Eligibility screenings, intake, and needs assessment begins –Process will be ongoing throughout program as new HHs are phased in. <u>Expenditure:</u> Case Management, \$2,224/month x 3 months = \$6,672; Rental application fee of \$25 average for six HHs=\$150.
Month 2: <u>Activity:</u> Phase 1 Placement of 3 HHs to receive short-term rental assistance for 3 months. <u>Expenditure:</u> Security deposit, 100% and 100% housing subsidy assistance to Phase 1 HHs. Three (3) one bedroom apartment units at \$676, sec. dep. at \$676. Case management, \$2,224.
Month 3: <u>Activity:</u> Phase 2 Placement of 2 HHs to receive short-term rental assistance for 3 months. <u>Expenditure:</u> 90% housing subsidy assistance to Phase 1 placement of 3 HHs. Security deposit, 100%, and 100% housing subsidy assistance to Phase 2 placement of 2 new HHs. Two (2) one-bedroom apartment units at \$676 and sec. dep. at \$676. \$2,224 for case management services.
Month 4: <u>Activity:</u> Phase 3 Placement of 4 HHs to receive short-term rental assistance for 3 months; Complete remaining 30-day aftercare follow-ups with Phase 1 and exit of 3 HHs. <u>Expenditure:</u> Issue 80% housing subsidy assistance to Phase 1 HHs. 90% housing subsidy assistance to Phase 2 HHs. Case management, \$2,224. Sec. dep., 100% and 100% housing subsidy assistance to Phase 3 HHs. Four (4) two-bedroom apartment units at \$853, sec. dep. at \$853. Case management, \$2,224.
Month 5: <u>Activity:</u> Complete remaining 30-day follow ups with Phase 2 and exit of 2 HHs. <u>Expenditure:</u> 80% housing subsidy assistance to Phase 2 HHs. 90% housing subsidy assistance to Phase 3 HHs. Case management, \$2,224.
Month 6: <u>Activity:</u> Complete remaining 30-day follow ups with Phase 3 and exit of 4 HHs. <u>Expenditure:</u> 80% housing subsidy assistance to Phase 3 HHs. Case management, \$2,224.

Homeless Prevention–Fresno EOC Sanctuary will provide four (4) eligible households (HHs) with rental assistance, case management and stabilization services over a 6-month period, as follows:

Month 1: <u>Activity:</u> Eligibility screenings, intake, and needs assessment begins –Process will be ongoing throughout program, as new HHs are phased in. <u>Expenditure:</u> Case management, \$895/month.
Month 2: <u>Activity:</u> Phase 1 placement of 2 new HHs. <u>Expenditure:</u> Issue one-time payment of rent in arrears (2 mos.) assistance for two-bedroom unit at \$853. Utility payment for one HH at average of \$130.33. Complete remaining 30-day aftercare follow-ups and exit of 2 HHs. Case management, \$895/month.
Month 3: <u>Activity:</u> Eligibility/intake of 1 new HH. <u>Expenditure:</u> Case management, \$895/month.
Month 4: <u>Activity:</u> Phase 2 placement of 1 new HH. <u>Expenditure:</u> Issue one-time payment of rent in arrears (2 mos.) assistance for two-bedroom unit at \$853. Utility payment for 1 HH at average of \$130.33. Complete remaining 30-day aftercare follow-up, exit of 1 HH. Case management, \$895/month.
Month 5: <u>Activity:</u> Eligibility/intake of 1 new HH. <u>Expenditure:</u> Case management, \$895/month.
Month 6: <u>Activity:</u> Phase 3 placement of 1 new HH. <u>Expenditure:</u> Issue one-time payment of rent in arrears (2 mos.) assistance for two-bedroom unit at \$853. Utility payment for 1 HH at average of \$130.33. Complete remaining 30-day aftercare follow-ups with Phase 1 and exit of 1 HH. Case management, \$895/month.

Street Outreach –Fresno EOC Sanctuary will provide outreach services to 30 unduplicated clients over a 6-month period, as follows:

Month 1-6: <u>Activity:</u> Approx. 30 unduplicated clients/month will receive street outreach services. <u>Expenditure:</u> \$1,342.50/month x 6 months=\$8,055 for street outreach services; \$162.50/month for mileage reimbursement x 6 months=\$975.
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SECTION 5 – EXPERIENCE OF FRESNO EOC

Fresno EOC is a nonsectarian 501(c)(3) nonprofit organization, and Fresno County's designated "Community Action Agency" – widely recognized as one of the largest in the nation. Founded in 1965, following the passage of the Economic Opportunity Act of 1964, Fresno EOC has spent nearly five decades investing in people to assist them in becoming self-sufficient.

Fresno EOC has been involved in serving the homeless since 1977, and Fresno EOC Sanctuary has been serving the homeless youth population in Fresno County since 1992, when the Sanctuary Youth Shelter was established to provide emergency shelter and support for the most underserved, at-risk and vulnerable populations throughout Fresno County. Youth Services expanded its reach in 1998 when the first Transitional Living Center (TLC) opened, providing services to assist 16-24 year olds in making a successful transition from homelessness to stable, safe living conditions and successful independence. There are now three TLC sites in operation. Fresno EOC Sanctuary also operates the Sanctuary Outreach to the Streets (SOS) program as well as Safe Place, a network of 270 sites in Fresno County, including schools, parks and city buses, where youth can gain direct access to Sanctuary Youth Shelter and its services. Safe Place has been recognized as one of the most active Safe Place projects in the nation.

Fresno EOC Sanctuary and Youth Services has served thousands of youth between the ages of 11 and 24 with crisis intervention, family reconciliation efforts, survival aid, case management, treatment and counseling, information and referrals, prevention and education activities, health care, follow up and after care support, supportive housing, emergency shelter and other supportive services through the SOS program, Youth Shelter and/or Transitional Living Centers.

Transitional living and supportive services provided to older youth ages 16-24 have proven successful in assisting those youth for whom there is little chance of family reconciliation and who have nowhere else to turn for support. Youth who are provided up to two years of stable living arrangements complemented with other supportive services such as assistance obtaining documentation needed to secure employment, counseling and educational assistance, have become successfully independent and equipped with the life skills necessary to navigate the twists and turns that they may encounter in life.

Fresno EOC Sanctuary and Youth Services provided homeless prevention and rapid re-housing (HPRP) activities by collaborating with a total of 34-property owners/manager to place 89 households (274 people) with rental assistance for safe and affordable housing during September 2009 -June 2012. Housing partners provide affordable low-income housing by waiving application fees, discounting the security deposit, and/or pro-rating rent for the first month. In addition, housing partners worked with tenants (HPRP clients) that received low credit scores.

Experience Utilizing ESG Funds

The County of Fresno contracted with Fresno EOC through an Emergency Solutions Grant (ESG), to provide rapid re-housing services including rental assistance and relocation and stabilization services to 23 chronically homeless individuals (16 households) from February 5, 2013 thru June 30, 2014, a 17-month grant award. Fresno EOC exceeds their goal by assisting 23 households (72 persons served including 32 adults and 40 children) with rental assistance, security deposit assistance, utility payments, and case management services.

The City of Fresno is currently contracted with Fresno EOC through an Emergency Solutions Grant (ESG) to provide rapid re-housing to assist 20 households (41 individuals) and emergency shelter to assist 425 youth from December 1, 2013- December 31, 2015. As of June 30, 2015, Fresno EOC has assisted 27 households (61 persons served including 31 adults and 30 children) with rental

assistance, security deposit financial assistance, utility payments, and case management and stabilization services. Sanctuary Youth Shelter has assisted 377 youth with emergency shelter.

Key Staff

Project staff will include a mix of grant-funded Sanctuary staff and existing staff time leveraged for the benefit of this contract. Key staff members responsible for project governance include:

Sanctuary Director, Michelle L. Tutunjian, has over 18 years of experience with Fresno EOC and will provide administrative oversight of the program. Ms. Tutunjian is responsible for the operation of all Sanctuary and Youth Services programs. This position is charged with ensuring sustainability of this project in conjunction with other Fresno EOC services and programs; fulfillment of operational objectives; monitoring and approving costs in accordance with the budget; executing contractual agreements; hiring and evaluating staff; maintaining the organization and functionality of community coalition and project's representation; program publicity; and monitoring of overall program operations, procedures and progress. Sanctuary Director reports to Fresno EOC's Chief Programs Officer and sits on the Sanctuary Advisory Board, Workforce Investment Board Youth Council and National Safe Place Network Advisory Board. She is an active board member on the Fresno Madera Continuum of Care (FMCoC) serving as Treasurer on the Executive Committee and Chair of the Finance Committee.

Community Relations & Outreach Manager, Joe Martinez, will provide supervision of ESG personnel and activities and reports directly to Sanctuary Director. He has over 20 years' experience with Sanctuary and is responsible for outreach activities, operations, and volunteer development. He provides direct supervises street outreach personnel, including youth outreach workers, case managers, interns, peer outreach workers, and community volunteers. He coordinates the Safe Place program administered by Sanctuary and Youth Services. He is a member of Fresno County Foster Care Standards and Oversight Committee, FMCoC Outreach Committee, and 25 Cities Community team member. Mr. Martinez has experience in managing rapid-rehousing and homeless prevention programs with the City and County of Fresno and will provide direction supervision of the ESG Case Manager.

Case Manager, TBD, will provide wrap-around case management services for client's homeless individuals and families assisted through ESG activities including street outreach, homeless prevention, and rapid re-housing. The Case Manager will report directly to the Community Relations & Outreach Manager.

Authorized Representative

As indicated in the attached Resolution, Reverend Paul McCoy, Board Chairman, Brian Angus, Secretary of the Board/Chief Executive Officer, and/or Naomi Quiring-Mizumoto, Chief Programs Officer, and/or Salam Nalia, Chief Financial Officer, are authorized as the officers to act on behalf of the Fresno EOC Board to sign all necessary documents. (*Signatory Resolution enclosed*)

Pending Lawsuits or Legal Actions

All lawsuits or legal actions involving Fresno EOC that are currently pending or that have been resolved within the last five (5) years are noted below:

#	Location Filed	Name of Court	Docket Number	Nature of Lawsuit	Status
1	EEOC	EEOC	14CECG01048	Harassment	Pending
2	Fresno Superior Court	Fresno Superior Court	485-2014-00400	Harassment/ Interactive Process	Pending

SECTION 6 – CURRENT AND COMPLETED PROJECTS

1. Step Up program, 2003 - As a pilot re-housing effort, Fresno EOC implemented the Step Up program from January 2003 - July 2006 and assisted three (3) homeless households to transition from the streets into their own leased unit. The families also received comprehensive, case-managed supportive services and successfully achieved self-sufficiency within 18 months. The Sanctuary's Step Up pilot project most directly demonstrates the "Housing First" service model upon which the rapid re-housing efforts have been based.

2. Storyland and Encampment projects, 2009 - The Storyland and Encampment projects further demonstrate Sanctuary's ability to coordinate rapid re-housing efforts. In March 2009, the Sanctuary's Street Outreach Program assisted 100 people (combination of individuals and families) relocate from 46 units at the Storyland Motel that was being closed down due to code enforcement violations. These individuals/families relocated to other motels or secured transitional or permanent housing independently or with relatives. Also in March 2009, Sanctuary collaborated with City of Fresno and other organizations to assess homeless individuals residing in encampments. 129 people were relocated and placed in a program, motel, or apartment. Fresno EOC Sanctuary continued to provide case management services through November 2009, aiding clients with progress toward or achievement of stabilization.

3. Homeless Prevention and Rapid Re-housing Program (HPRP), 2009 - Fresno EOC Sanctuary was a HPRP provider from 2009-2012 under contract with the City of Fresno. HPRP was designed to assist individuals and families to obtain and maintain housing, through temporary financial assistance and stabilization services to either prevent homelessness or help those at-risk of becoming homeless. Sanctuary used the "Housing First" model to assist 89 households, representing 274 adults and children, by providing temporary rental assistance, case management and stabilization services. Of those, 46 households (154 individuals) were assisted with homeless prevention services and 43 households (120 individuals) received rapid re-housing funds. Upon exiting the HPRP program, 272 clients (99%) remained in permanent, stable and safe housing.

Based on the success of Fresno EOC's Sanctuary HPRP, Fresno Housing Authority contracted with Fresno EOC to provide additional supportive services from May-July 2012 reaching 41 households (36 Homeless Prevention/5 Rapid Re-Housing, including 58 adults and 37 children). These clients were homeless or at-risk of homelessness and received assistance with case management, transportation, housing quality standards inspections, personal documents attainment for rental applications, and after care follow-up support.

4. Fresno County Emergency Solutions Grant, 2013 - The County of Fresno contracted with Fresno EOC through an Emergency Solutions Grant, to provide rapid re-housing services including rental assistance and relocation and stabilization services to 23 chronically homeless individuals (16 households) from February 5, 2013 - June 30, 2014. Fresno EOC exceeds their goal by assisting 23 households (72 persons served including 32 adults and 40 children) with rental assistance, security deposit assistance, utility payments, and case management services.

5. City of Fresno Emergency Solutions Grant, 2013 - The City of Fresno is currently contracted with Fresno EOC through an Emergency Solutions Grant, to provide rapid re-housing to assist 20 households (41 individuals) and emergency shelter to assist 425 youth from December 1, 2013-December 31, 2015. As of June 30, 2015, Fresno EOC has assisted 27 households (61 persons served including 31 adults and 30 children) with rental assistance, security deposit financial assistance, utility payments, and case management and stabilization services. Sanctuary Youth Shelter has assisted 377 youth with emergency shelter.

Exhibit B

BUDGET SUMMARY

**Consultant Service Agreement “Between” City of Fresno
and Economic Opportunities Commission**

Emergency Solutions Grant

PROJECT TITLE

See attached

SECTION 8 – BUDGET

ESG ACTIVITY	TOTAL BUDGET for this program	CITY ESG funds proposed	CITY ESG funds previously awarded for this program	COUNTY ESG funds (awarded, requested, or expected) for this program	Matching funds for this program	Source(s) of matching funds for this program
Street Outreach / Emergency Shelter						
Outreach Services - .30 FTE	\$ 16,110.00	\$ 8,055.00	\$ -	\$ -	\$ 8,055.00	CA School Finance Authority's
Mileage Reimbursement	\$ 1,950.00	\$ 975.00	\$ -	\$ -	\$ 975.00	Charter School Facility Incentive Grant
Total street outreach/ emergency shelter	\$ 18,060.00	\$ 9,030.00	\$ -	\$ -	\$ 9,030.00	
Homelessness Prevention						
Homelessness Prevention- Housing Relocation & Stabilization						
Case Management Services - .20 FTE	10,740.00	5,370.00	-	-	5,370.00	CA School Finance Authority's Charter School Facility Incentive Grant
Homelessness Prevention- Tenant Based Rental Assistance						
Rental Assistance	\$ 13,648.00	\$ 6,824.00	\$ -	\$ -	\$ 6,824.00	CA School Finance Authority's
Utility Payment	\$ 782.00	\$ 391.00			\$ 391.00	Charter School Facility Incentive Grant
Total homelessness prevention	\$ 25,170.00	\$ 12,585.00	\$ -	\$ -	\$ 12,585.00	
Rapid Re-Housing						
Rapid Re-Housing - Housing Relocation & Stabilization						
Case Management Services - .50 FTE	\$ 26,698.00	\$ 13,349.00	\$ -	\$ -	\$ 13,349.00	CA School Finance Authority's Charter School Facility Incentive Grant
Rapid Re-Housing - Tenant-Based Rental Assistance						
Rental Assistance	\$ 36,676.00	\$ 18,338.00			\$ 18,338.00	CA School Finance Authority's
Security Deposit	\$ 13,584.00	\$ 6,792.00			\$ 6,792.00	Charter School Facility Incentive Grant
Credit Check and Application Fees	\$ 300.00	\$ 150.00			\$ 150.00	
Total rapid re-housing	\$ 77,258.00	\$ 38,629.00	\$ -	\$ -	\$ 38,629.00	
Administrative costs up to 2.5% of ESG funds requested for program activities	\$ 3,012.00	\$ 1,506.00			\$ 1,506.00	State of CA-Community Services & Dev. - CSBG
TOTAL ALL ESG Activities in this BUDGET	\$ 123,500.00	\$ 61,750.00	\$ -	\$ -	\$ 61,750.00	
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: <i>Fresno EOC plans to exhaust remaining funding from City of Fresno ESG Agreement by August 31, 2015. As of June 31, 2015, a balance of \$ 11,439.47 is available for ESG activities.</i>						
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: <i>Fresno EOC expects to apply for ESG funds from the County of Fresno for ESG activities targeting homeless individuals and families in urban and rural areas that reside beyond the City's geographical boundaries.</i>						
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: <i>1) California School Finance Authority's Charter School Facility Incentive Grant will be support staff who are directly involved with this project such as Program Director, Program Managers, Program Assistance. It will also support all operational cost such as office space, utilities, insurance, office and janitorial supplies, lease copiers, telephone, cellular phone stipend, internet & computer use, security, etc.. as well as providing meals, the hotel voucher and transportation, for a total amount of \$60,244. 2) State of CA-Community Services and Development (CSBG) fund will be use to match with the administrative costs \$1,506.</i>						

BUDGET JUSTIFICATION

Street Outreach - \$9,030

a. PERSONNEL (\$8,055)

Position		ESG funds
Case Manager	0.30 FTE	\$5,593

BENEFITS

FICA	\$5,593 * 7.65%	\$428
SUI	\$7,000 * 6.20% * .30 FTE	\$ 130

W/C	\$5,593 * .0092	\$ 51
Pension	\$5,593 * 5% of salaries	\$280
Health/Life Ins.	Ave. \$873.90/mo x 6 mos x .30 FTE	\$1,573

b. MILEAGE REIMBURSEMENT (\$975)

6 months x avg 325 miles/mo x \$.50/mile = \$975

Mileage reimbursements for Case Manager to transport clients and outreach for clients.

Homeless Prevention - \$12,585

a. PERSONNEL (\$5,370)

Position		ESG funds
Case Manager	0.20 FTE	\$3,728

BENEFITS

FICA	\$3,728 * 7.65%	\$286
SUI	\$7,000 * 6.20% * .20 FTE	\$87
W/C	\$3,728 * .0092	\$34
Pension	\$3,728 * 5% of salaries	\$186
Health/Life Ins.	Ave. \$873.90/mo x 6mos x .20 FTE	\$1,049

b. TENANT-BASED RENTAL ASSISTANCE (\$7,215)

Rental Assistance=\$6,824

All households (4 total) will receive rental assistance for up two (2) months in arrears to prevent homelessness.

Utility Deposit/Payments = \$391

4 households x avg. \$97/each = \$391

Clients who do not qualify for the Low-Income Home Energy Assistance Program will receive financial assistance with utility deposits/payments to secure stable housing.

Rapid Re-Housing - \$38,629

a. PERSONNEL (\$13,349)

Position		ESG funds
Case Manager	0.50 FTE	\$9,321

BENEFITS

FICA	\$9,321 * 7.65%	\$713
SUI	\$7,000 * 6.20% * .50 FTE	\$ 217
W/C	\$9,321 * .00099	\$ 10
Pension	\$9,321 * 5% of salaries	\$466
Health/Life Ins.	Ave. \$873.90/mo x 6 mos x .50 FTE	\$2,622

b. TENANT-BASED RENTAL ASSISTANCE (\$25,280)

Rental Assistance=\$18,338

All households (9 total) will receive short-term rental assistance payments.

Security Deposits=\$6,792

All households (9 total) will receive financial assistance with their security deposits at 100% for their first month's rent.

Credit Check/Application Fees = \$150

5 clients x \$30/per client for credit check/rental application fee = \$150

Households that are required to complete a credit check will receive financial assistance application fees.

Administration 2.5% - (\$1,506)

\$60,244 x 2.5% = \$1,506



Reverend Paul McCoy
Chairman of the Board

Brian Angus
Chief Executive Officer

www.fresnoeoc.org

Date: March 25, 2015	Program: Board of Commissioners
Agenda Item #: VI - B	
Item: Signatory Resolution	Chief Executive Officer: Brian Angus
	Chairman: Rev. Paul McCoy

AUTHORIZED SIGNATORY RESOLUTION

WHEREAS, Fresno Economic Opportunities Commission is a private, nonprofit corporation, organized under Part 1, of Division 2, of Title 1, of the Corporations Code of the State of California, August 20, 1965; and

WHEREAS, the Board of Commissioners of Fresno Economic Opportunities Commission is vested with the authority to execute any and all contracts and transactions it deems appropriate to the mission of the agency; and

WHEREAS, the Board of Commissioners is authorized to designate in its behalf officers and agents duly entitled to bind the corporation to any and all contracts and transactions;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of Fresno Economic Opportunities Commission on this, the 25th of March 2015, hereby authorizes the Chairperson, Vice-Chair of the Board, Secretary of the Board/Chief Executive Officer, Chief Programs Officer, or Chief Financial Officer to sign all grants, contracts and amendments, program documentation, fiscal documents, including loans, reports, and all other required documents necessary in fulfilling the program operations of the agency.

AUTHORIZED SIGNATURES:


Reverend Paul McCoy, Chairman of the Board


Brian Angus, Board Secretary/Chief Executive Officer


Linda Hayes, Board Vice Chair


Naomi Quiring-Mizumoto, Chief Programs Officer


Salam Nalla, Chief Financial Officer

Approved at the meeting of the Board of Commissioners on March 25, 2015 and effective as of January 28, 2015.

Ayes 21 Nays 0 Absent 2 Attest _____


Brian Angus, Board Secretary



EXHIBIT C

Homeless Services Report

See attached



EXHIBIT C
EMERGENCY SHELTER GRANT
HOMELESS SERVICES QUARTERLY REPORT

Name of Organization: _____ Address: _____ City: _____ State: _____ Zip Code: _____ Phone Number: _____	Period Covered by Report: _____ Description of Services: Meals _____ Shelter _____ Term of Contract/Agreement: _____ _____
--	---

Programs and Service(s):

_____ Emergency Shelter Facilities _____ Vouchers for Shelters _____ Drop-in Center/Food Pantry _____ Mental Health _____ Alcohol/Drug Program _____ Child Care _____ Other	_____ Transitional Housing _____ Outreach _____ Soup Kitchen/Meal Distribution _____ Health Care _____ HIV/AIDS Services _____ Employment _____ Homeless Prevention
--	--

Residential Services:

Average number served daily: _____ Adults _____ Children

Enter Approximate Percentages (round to the nearest whole number e.g. 48.2%=48% or 23.7%=24)

Unaccompanied 18 and over	_____ % Males	_____ % Females
Unaccompanied under 18	_____ % Males	_____ % Females

Families with Children Headed by:

Single 18 and over	_____ % Male	_____ % Female
Youth 18 and under	_____ % Male	_____ % Female
Two parents 18 and over	_____ % Male	_____ % Female
Two parents under 18	_____ % Male	_____ % Female
Families with no children	_____ % Male	_____ % Female

On an average day the percentage of the population served who are:

_____ % Battered Spouse _____ % Runaway/Throw Away Youth _____ % Chronically Mentally ILL _____ % Developmentally Disabled _____ % HIV/AIDS _____ % Alcohol Dependent Individuals	_____ % Drug Dependent Individuals _____ % Elderly _____ % Veterans _____ % Physically Disabled _____ % Other
--	--

Shelter Type: Number of persons housed

_____ Barracks _____ Group/Large House _____ Scattered Site Apartment _____ Single Family Detached House	_____ Single Room Occupancy _____ Mobile Home/Trailer _____ Hotel/Motel _____ Other
---	--

Organization: _____

Reporting Period: _____

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

Gender	
Male	
Female	
Total	

Veterans	
Persons w/ Disabilities	

Quarter:	
Total Meals	
Total Shelter Nights	
Year to Date:	
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		
TOTAL		

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 Economic Opportunities Commission
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: _____

☐ Additional page(s) attached.

Signature

Date

**Economic Opportunities
Commission
1920 E. Mariposa Mall,
Suite 300
Fresno, CA 93721**