

AGREEMENT Emergency Solutions Grant

THIS AGREEMENT is made and entered into the 1st day of **February**, 2016 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "Poverello House", Inc., a California 501(c)(3) not-for-profit Corporation ("RECIPIENT"). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

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

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

Then CITY issued a Notice of Funding on October 15, 2015 to solicit for proposals with specific plans to provide eligible ESG services in the areas of outreach, emergency shelter, homeless prevention assistance to households who would otherwise become homeless, assistance to rapidly re-house persons who are homeless and related grant administration (up to 2.5% of award). The contract award is contingent upon the following conditions:

- The Recipient is a member of the Fresno- Madera Continuum of Care.
- The Recipient shall participate in City quarterly ESG performance meetings.
- The Recipient shall select clients through the Coordinated Entry System.
- The Recipient must [have a signed "Letter of Commitment" for matching funds and a ledger at the time of the execution of the contract] be able to demonstrate that they have access to matching funds for eligible activities prior to contract execution.
- The Recipient shall provide client evaluations to determine eligibility of other applicable programs and permanent housing solutions.

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

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

ARTICLE 1

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

"ACT" – 24 CFR Part 576 et seq. as revised by the Emergency Solutions Grant and Consolidated Plan Conforming Amendments Interim Rule , published in the Federal Register on December 5, 2011 (76 Fed. Reg. 75954).

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

"Bid Proposal" and "Proposal" shall mean RECIPIENT's response to the NOFA including but not limited to the Budget, Scope of Work, certifications and all attachments and addenda.

"Budget" shall mean RECIPIENT's Cost Proposal submitted with the Bid Proposal.

"City Manager" shall mean the City Manager of CITY.

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

"ESG" shall mean Emergency Solutions Grant as set forth in the ACT.

"General Conditions" or "General Requirements" shall mean the General Requirements contained in the NOFA.

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

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

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

"Scope of Services or Services" shall mean those services submitted with RECIPIENT's bid proposal to be offered in fulfillment of the Program and included in **Exhibit A**.

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

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

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of February 1st, 2016 and shall end December 31st, 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 Fifteen Thousand dollars and Zero Cents (\$15,000.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by RECIPIENT in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation.

(a) Payments shall be made by the CITY to RECIPIENT in arrears, for services provided during the preceding month. Such payment by City shall be made in the normal course of business, generally within forty five (45) days after the date of receipt by CITY of a correctly completed invoice in accordance with the provisions of this paragraph, and shall be for the actual expenditures incurred by RECIPIENT in accordance with **Exhibit B**. Payments shall be made after receipt and verification of actual expenditures. All invoices are to be submitted CITY at the address given for notices on the signature page hereof or at such address the CITY may from time to time designate by written notice.

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

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

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

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

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

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

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

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

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

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

(d) The Administrator may, in his or her sole discretion, stay such suspension of the Agreement for a period not to exceed 30 days to allow RECIPIENT to either (i) submit a new service or funding plan for evaluation by Administrator who may accept or reject in his or her sole discretion, or (ii) complete an orderly phase out of services. If the Administrator accepts such new service or funding plan, then such plan will be subject to the requirements in Section 14 below.

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's

reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

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

- (a) An illegal or improper use of funds.
- (b) A failure to comply with any term, covenant or condition of this Agreement.
- (c) Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.
- (d) The services required hereunder are incapable of or are improperly being performed by recipient.
- (e) Refusal of RECIPIENT to accept change under Section 16
- (f) RECIPIENT fails to maintain any required insurance.
- (g) There is a loss of third party funding (see Section 6 above).
- (h) RECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen (14) days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen (14) days.
- (i) RECIPIENT's failure, inability or admission in writing of its inability to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.
- (j) A receiver, trustee, or liquidator being appointed for RECIPIENT or any substantial part of RECIPIENT's assets or properties, and not removed within ten (10) days.
- (k) RECIPIENT's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this Section.

9. Termination and Remedies.

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

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

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

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

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

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

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

10. Indemnification.

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

its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive expiration or termination of this Agreement.

11. Insurance.

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

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

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

(d) Upon request of CITY, RECIPIENT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except

that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

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

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

13. Records, Reports and Inspection.

(a) RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, RECIPIENT shall comply with all applicable requirements of the Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$500,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the RECIPIENT's fiscal year end.

RECIPIENT shall comply with applicable portions of 24 CFR Part 110 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.*

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

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

(2) Except as otherwise authorized by CITY, RECIPIENT shall retain such records for a period of five (5) years after receipt of the final payment under this Agreement or the earlier termination of this Agreement, whichever occurs later.

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

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents

pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

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

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

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

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

- 16) Income and Sources
- 17) Non-Case Benefits
- 18) Destination (where client will stay upon exit)
- 19) Financial Services Provide (if any)
- 20) Housing Relocation & Stabilization Services Provided (if any)

(f) CITY shall provide full reporting requirements as required by HUD, under separate documentation for RECIPIENT. If RECIPIENT is a legal services or domestic violence victim services RECIPIENT, and requires client-level information to remain confidential, they will be required to establish a comparable client-level database internal to its organization (e.g. no identifying data shared with the HMIS or the CITY and will provide only aggregate data to the CITY as required). RECIPIENT will work with the HMIS administering agency, as an agent of the FMCoC, to determine that the alternative database meets the standards for comparable client-level databases, including compliance with the HMIS Data and Technical Standards which are acceptable to HUD and the CITY.

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

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

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

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

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

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

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

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

15. Conflict of Interest and Non-Solicitation.

(a) Prior to CITY'S execution of this Agreement, RECIPIENT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, RECIPIENT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by RECIPIENT in such statement.

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

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

(d) RECIPIENT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

ARTICLE 2 FEDERAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

(f) RECIPIENT shall perform the Services in compliance with, and not to cause or permit the Services to be in violation of, any existing or future

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

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

17. Relocation.

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

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

18. Further Assurances.

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

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

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

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

(e) RECIPIENT acknowledges that RECIPIENT, not the CITY, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable

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

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

(i) RECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(ii) RECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, and status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. RECIPIENT shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

(iv) RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract

or understanding, a notice advising such labor union or workers' representatives of RECIPIENT's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 3 GENERAL PROVISIONS

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

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

21. Copyrights/Patents.

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

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

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

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

24. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in

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

25. Nondiscrimination. To the extent required by controlling federal, state and local law, RECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, RECIPIENT agrees as follows:

(a) RECIPIENT will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) RECIPIENT will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. RECIPIENT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to RECIPIENT'S employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

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

(d) RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of RECIPIENT'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

26. Independent Contractor.

(a) In the furnishing of the services provided for herein, RECIPIENT is acting as an independent contractor. Neither RECIPIENT, nor any of its officers, agents

or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which RECIPIENT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that RECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

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

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

27. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

28. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all Parties, and each Parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

29. Assignment.

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

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

30. Compliance with Law. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United

States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

31. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

32. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

33. Headings. The Section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

34. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

35. Interpretation. The Parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

36. Attorney's Fees. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorney's fees and legal expenses.

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

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

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

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall

control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Agreement, are null and void.

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

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

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

CITY OF FRESNO,
a municipal corporation

Poverello House

By: _____
Bruce Rudd
City Manager

By: _____
Cruz Avila
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

Poverello House.
Attention: Cruz Avila
Address: 412 F Street
Fresno, CA 93706
Phone (559) 498-6988
FAX: (559) 485-6548

Attachments:

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

EXHIBIT A

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

Program Funding Application

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

Section B Project 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						
Street Outreach						
Emergency Shelter	\$15,000	\$15,000			\$15,000	Private Donations/Fresno First Steps Homes
TOTAL street outreach/emergency shelter	\$15,000					
Rapid Re- Housing						
Rapid Re- Housing- Housing Relocation & Stabilization						
Rapid Re- Housing - Tenant- Based Rental Assistance						
TOTAL rapid re-housing						
TOTAL ALL ESG	\$15,000					\$15,000
Activities in this BUDGET	Provide motel vouchers, food and transportation					\$30,000

Budget Narrative

Budget for 12-month period for 60 households

\$70.00 per night (includes hotel room, transportation and food)

Average Nights per household: 7 nights

Families per month:

- **2.5 ESG families/households**
- **2.5 families/households matching funds**

Exhibit C – Homeless Services

Section 2- Project Description

The Poverello House is requesting \$15,000 under the Emergency Shelter/Street Outreach portion of the Emergency Solutions Grant from the City of Fresno. The \$15,000 and the matching funds will be used for hotel/motel vouchers for homeless families, homeless veterans and homeless youths aging out of foster care system. Referrals to the voucher program must come through Map Point at Pov or any other Multi-Access Program locations. Multi-Agency Program (MAP) is an integrated intake process connecting individuals facing housing, substance abuse and/or mental illness challenges to supportive services. When Map Point at Pov opened in February 2015, its purpose was to assist homeless individuals' access social services and housing. Once MAP Point at Pov starting operating, it was obvious, that many families were accessing the services at MAP Point. Since February 2015 numerous families have access Map Point services. The families who come to MAP Point are homeless or soon to be homeless. Unfortunately in the City of Fresno there is limited number of shelter beds for families. Many agencies such as the Fresno Rescue Mission and Evangel Home are at capacity and cannot accommodate the entire family. Because there is a lack of shelter beds, families have to be transported to Madera, Visalia or Tulare for emergency shelter or remain homeless. Many times staff at Poverello House is force to spilt the family unit apart to find shelter. Once the family is transported out of town, MAP Point and Poverello House staff continues to work with the family to find them permanent housing. During the last week of October 2015, MAP Point at Pov had 12 families access their services.

-Eligible Activities: Providing emergency shelter in the form of hotel/motel vouchers, food, transportation, and other eligible costs as defined in 24 CFR Section 576.102.

-Target Populations: The funds from ESG will target homeless families, veterans, and youth aging out of the foster care system that met Housing and Urban Development (HUD) definitions of homeless. Non ESG matching funds will be utilized to provide additional emergency shelter to homeless families, veterans and youth aging out of the foster care system that are determined to be homeless under the definition of homelessness as defined by HUD.

-Services to be provided: Staff will screen potential applicants to determine if they are eligible for a hotel/motel voucher. Once eligibility is determined, staff will provide transport, if necessary to the hotel. Staff will provide additional supportive services to families, veterans and foster youth such as case management to find permanent housing and any additional social services the participants may require.

-Number of participants: 60 households/families with matching funds potentially households.

-Timelines and project schedule: If Poverello House is awarded funds under ESG, Poverello House will immediately implement the program. Poverello House has been

assisting homeless families, veterans and youth aging out of the foster system find housing and social services since MAP Point at Pov began in February 2015. Since 1973, Poverello House has been providing social services for needy families, individuals and the homeless. Because there is a significant demand to provide families emergency shelter, Poverello House will be able to spend the funds in the time period designated.

-Project outcomes: Poverello House expects to assist **at least 30** homeless families that are eligible for the program. Poverello House will use the matching funds it receives to provide emergency shelter and supportive services to **an additional 30** families for a total of **60** households/families. Homeless veterans and youths aging out of the foster system are included in the total. When ESG funds are exhausted or potential candidates are not considered homeless under ESG guidelines, matching funds will be utilized. The goal of the program is to have **at least 75%** of the families that utilize the program, exit to some form of housing.

Section 3- Meeting Program Policies and Priorities

Poverello House practices the Housing First model. Currently there are no barriers to receive services from Poverello House. Poverello House is an active participant in the 25 cities initiative/coordinated entry system, Fresno Madera Continuum of Care. Point in Time Homeless Count and other collaborations with other non-profits providing services to the homeless. Poverello House has been a recipient of HUD funds through the Continuum of Care since 2007. Because Poverello House has a history of receiving HUD funds, they understand HUD's funding priorities. Poverello House's administration of ESG funds will reflect both HUD and the City of Fresno funding priorities. Below is a list of populations that will have priority to receive ESG funding from Poverello House's emergency housing program:

- 1) Chronically homeless families with children
- 2) Unsheltered/ homeless families with children
- 3) Homeless veterans
- 4) Youth aging out of the foster care system

Poverello House will accept families that are referred by the County of Fresno Homeless Program, Fresno Rescue Mission and any other social service agency that assists homeless families.

Section 4-Project Schedule

If Poverello House ESG application is approved, Poverello will immediately implement the program. Poverello House will have a dedicated credit card and/or voucher that will be used to pay for the participants stay at the motel. Poverello House has already worked with several hotel owners in the area that are able to accommodate families on an emergency basis. The finance department will retain all receipts that are generated from the program. The finance department with receipts will invoice the City of Fresno by the end of every month. Poverello House will also provide any necessary documentation for the cash match. Poverello House has experience with HUD funded programs and retaining the necessary documentation required for HUD grants.

Currently, Naomi's House is funded through the Continuum of Care HUD programs and has a case manager that is funded through City of Fresno's Rapid Re-housing program through ESG.

Section 5-Experience of Agency

Since 1973, Poverello House has provided services to needy families and the homeless. Poverello House provides 3 meals a day, 365 days a year. In 2014, Poverello House served over 500,000 meals. Poverello House also provides temporary overnight shelter for men and women. Every night approximately 150 homeless stay overnight at Poverello House through the Village and Community of Hope and Naomi's House. Poverello House staff also has experience in providing social services and housing for homeless clients. Since MAP Point at Pov started in February 2015 Poverello House has assisted 60 individuals in finding permanent housing. Because Poverello House has 40+ years experience with working with the needy and homeless in Fresno, they understand the complex issues surrounding homelessness. Poverello House staff has extensive experience working with homeless clients who struggle with substance abuse, physical disabilities, and mental illness.

Since February 2015, Poverello House with WestCare and Turning Point has participated in the City of Fresno Project Unite ESG grant. Poverello House received funding for one case manager and for a case manager/outreach specialist. In 2007, Poverello House became the grant recipient of HUD funds for Naomi's House. Poverello House receives \$360,000 from HUD to provide shelter for single homeless women. For over 10 years, through FEMA's Emergency Food and Shelter Program, Poverello House has received funds that partially fund the off-site meal program. Poverello House also receives regularly private donations that fund the Village and Community Hope and the Men's Resident Rehabilitation program.

Listed is the staff that will be responsible for administering the emergency shelter voucher program:

- Sara Mirhadi, Director of Program Development. Ms. Mirhadi has extensive experience with writing and monitoring federal grant programs. She currently oversees Naomi's House, Village and Community of Hope and Poverello House staff at MAP Point at Pov. She also monitors grant programs such as EFSP, county grant funds and restricted private donations. Ms. Mirhadi has also experience working with victims of domestic violence, clients with mental illness and substance abuse, and homeless clients. Ms. Mirhadi has also worked with the city's HOME and CDBG funds. Ms. Mirhadi upon referrals from MAP Point at Pov will approve the use of motel and hotel vouchers for applicants that comply with funding priorities of ESG. Once the request is approved, the finance department will "cut a check" or use the designated credit card. Ms. Mirhadi will also monitor and approve any additional grant money expenditures allowed under ESG.
- Robert Huerta, ESG case manager/outreach specialist. Mr. Huerta has been at MAP Point since it opened in February 2015. He and other staff at MAP Point at

Pov have helped hundreds of people who have come to MAP Point. He also is the case manager for the homeless clients at the Villages. He links homeless clients to social services and housing programs. Mr. Huerta also works with clients to “self resolve” their homeless status by assisting them with job searches, resume building, and reuniting them with their families. Mr. Huerta will refer potential recipients to the emergency shelter voucher program.

- Leticia Martinez, Client Service Advocate. Ms. Martinez has worked at Poverello House with homeless clients for over 7 years. Ms. Martinez assists the homeless clients living in the Villages receive social services and gather the necessary documentation for housing. Ms. Martinez also assists’ in providing for the immediate needs of homeless families and transporting them to shelters. Ms. Martinez also has extensive experience in reaching out to homeless clients located throughout the city of Fresno.

Person with authority to make legal binding commitments: Jose Cruz Avila, Executive Director of Poverello House

Identify any legal actions or bankruptcies: Not applicable

Section 6-Current and Completed Projects

Because of Poverello House’s ongoing commitment to assist the needy and homeless, the majority of its’ programs are “ongoing.” Poverello House has a “no questions asked” policy when providing services to clients. Because of this policy, some of Poverello House’s programs do not distinguish whether a client is “homeless” or just in need of social services. There are programs at Poverello House that do specifically assist the homeless. Below is a brief summary of Poverello programs that specifically assist the homeless:

Naomi’s House: Naomi’s House is a “safe haven for single homeless women.” Established in 2002, Naomi’s House at Poverello has provides overnight shelter for single homeless women. From July 2014 to June 2015, 222 women access Naomi’s House 22 of those women moved to permanent housing. The women who utilized Naomi’s House are homeless and have significant mental illness and/or substance abuse. Naomi’s House, provides case management for the women and access to housing programs. Currently 95% of the clients have taken the VI-SPDAT and are participating in the housing services at MAP Point at Pov.

The Village and Community of Hope: The Villages at Poverello House provide temporary shelter for homeless men and women. The Village of Hope was established in 2004, as a response to homeless encampments in the City of Fresno. In 2007 the Community of Hope was established to meet the need for temporary shelter in Fresno. Approximately 120 homeless clients are currently living in the Villages. The shelter provided by Poverello House is a bridge for clients as they go from being homeless to securing permanent housing. Since February 2015, homeless clients living in the Villages have greatly benefitted from the City of Fresno ESG

programs. To date over 40 clients have received permanent housing through the City of Fresno's ESG program. Poverello House will continue to utilize the City of Fresno ESG program to help permanently house the homeless.

Map Point at Pov: Map Point at Pov is collaboration between Poverello House, WestCare, Turning Point, Fresno Housing Authority, the City and County of Fresno and other social service agencies to provide the homeless access to social services in one location. Poverello House has one staff member that is dedicated to MAP Point and volunteers 4 members of their staff to provide additional assistance at MAP Point at Pov. When a family arrives at MAP Point, Poverello House provides for the families' immediate needs. This includes providing emergency food bags/meals, clothing, transportation and any other that services that the family needs.

Section 7-Consistency with Local/Federal Funding

Poverello House will comply with all rules and regulations stated in 24 CFR Part 576. Poverello House currently participates in the HMIS, the local CAHM system. Poverello House is an active and voting member of the Fresno and Madera Continuum of Care.

Poverello House's Emergency Shelter Program can potentially serve 60 homeless families/households. Homeless veterans and youth aging out of the foster system are included in the total number of participants. Currently Poverello House is not utilizing any City or County ESG funds for this program. The only funds Poverello House is currently utilizing for this program is through private funding sources.

Explanation of Other ESG Funds

Currently, Poverello House receives funds under WestCare's ESG grant with the City of Fresno. The ESG grant provides one case manager/outreach specialist that works at MAP Point at Pov. WestCare's ESG grant, in which Poverello House receives funds, expires in June 30, 2016.

Poverello House has not applied for any county ESG funds. Since the County has not released an RFP for the ESG funds, Poverello House cannot determine whether they will apply for County ESG funds.

Explanations of Matching Funds

Depending on the grant award, Poverello House will secure the required matching funds. Currently, Poverello House has already **secured \$15,000** from private donations. Poverello House will secure additional matching funds through Fresno First Steps Homes, and other private donors who have pledge their support for funding emergency shelter for families. The matching funds will be used for motel/hotel vouchers for homeless families who do qualify under HUD's definition of homelessness. The matching funds will also be used pay for administration of the program. Below is the breakdown of costs for matching funds:

- **\$11,716** Hotel/motel vouchers and costs of supportive services such as transportation and food.

- **\$1,622** or 3% of Ms. Mirhadi's salary. Ms. Mirhadi will supervise the emergency shelter program. She will approve the use of vouchers upon referral from Map Points. She will also monitor all grant funds and ensure Poverello House's compliance to all grant requirements
- **\$1,072** or 3% of Leticia Martinez's salary. Ms. Martinez will provide any transportation and supportive services that the homeless may need who utilize the program
- **\$590** or 1% of Laurie Contour Duval salary. Ms. Duval will be responsible for issuing any checks required by the emergency shelter program. Ms. Duval will also compile any necessary documents such as receipts for all grant expenditures.

EXHIBIT D

Consultant Service Agreement "Between" City of Fresno and Poverello House

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.



Insurance for Nonprofits. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

PRODUCER: Walter R. Reinhardt Insurance Agency 499 W. Shaw Ave., Ste. 130 Fresno, CA 93704

POLICY NUMBER: 2015-06579 -NPO

RENEWAL OF NUMBER: 2014-06579 -NPO

NAME OF INSURED AND MAILING ADDRESS:

Poverello House; Naomi's House P.O. Box 12225 Fresno, CA 93777-2225

PERIOD: FROM 01/01/2015 TO 01/01/2016 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Rehabilitation and service programs; temporary shelter

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

LIMITS OF COVERAGE:

Table with 2 columns: Coverage Description and Limit. Includes General Aggregate Limit (\$2,000,000), Products - Completed Operations Aggregate Limit (\$2,000,000), Personal and Advertising Injury Limit (\$1,000,000), Each Occurrence Limit (\$1,000,000), Damage to Premises Rented to You (\$500,000 any one premises), and Medical Expense Limit (20,000 any one person).

ADDITIONAL COVERAGES:

Table with 2 columns: Coverage Description and Limit. Includes Social Service Professional Liability Aggregate Limit (\$2,000,000) and Each Occurrence Limit (\$1,000,000).

CLASSIFICATION(S) SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

PREMIUM \$3,066

TERMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

WITNESSED: 12/30/2014 BY [Signature] (AUTHORIZED REPRESENTATIVE)

DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) TERMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

GL - NPO

(00165)



**NONPROFITS
INSURANCE**
ALLIANCE OF CALIFORNIA

Lead for Insurance. A Heart for Nonprofits.

**NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)**

www.insuranceformonprofits.org

BUSINESS AUTO COVERAGE PART DECLARATIONS

PRODUCER: Walter R. Reinhardt Insurance Agency
499 W. Shaw Ave., Ste. 130
Fresno, CA 93704

POLICY NUMBER: 2015-06579- NPO

RENEWAL OF NUMBER: 2014-06579-NPO

Item One: **NAME OF INSURED AND MAILING ADDRESS:**
Poverello House; Naomi's House
P.O. Box 12225
Fresno, CA 93777-2225



**WALTER R. REINHARDT
INSURANCE AGENCY, INC.**
499 West Shaw Ave., Suite 130
Fresno, California 93704
(559) 226-4700
CA Lic. #570767

POLICY PERIOD: FROM 01/01/2015 TO 01/01/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDR

BUSINESS DESCRIPTION: Rehabilitation and service programs; temporary shelter

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

Item Two: **SCHEDULE OF COVERAGES AND COVERED AUTOS.**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS <small>Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos.</small>	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY CSL	1	\$1,000,000	\$7,758
HIRED AUTO	INCLUDED	INCLUDED	\$50
NONOWNED AUTO	INCLUDED	INCLUDED	\$100
AUTO MEDICAL PAYMENTS	2	\$5,000	\$547
UNINSURED MOTORIST	2	\$1,000,000	\$968
PHYSICAL DAMAGE	COMPREHENSIVE COVERAGE	7,8 <small>Actual cash value or cost of repair whichever is less minus</small>	\$1,395 <small>Deductible shown on supplemental declaration for each covered auto applies to loss except caused by fire or lightning. See ITEM THREE for hired or borrowed autos.</small>
	COLLISION COVERAGE	7,8 <small>Actual cash value or cost of repair whichever is less minus</small>	\$2,271 <small>Deductible shown on supplemental declaration for each covered auto. See ITEM THREE for hired or borrowed autos.</small>
TOWING AND LABOR	7	\$N/A for each disablement of a private passenger "auto"	\$17
ESTIMATED TOTAL PREMIUM			\$13,123

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUANCE:
 CA 01 10 13, CA 00 29 12 88, CA 01 43 05 07, CA 03 05 02 97, CA 20 01 10 13, CA 20 54 10 13, CA 20 55 10 13,
 CA 54 03 06, CA 21 71 01 88, CA 23 84 10 13, CA 23 85 10 13, CA 99 03 03 06, CA 99 10 09 02, CA 99 23 10 13,
 CA 99 33 10 13, CA 99 34 10 13,

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, BUSINESS AUTO COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Panel C. D.

WITNESSED: 12/30/2014

BY

(AUTHORIZED REPRESENTATIVE)

(00165)

CA - AL - NPO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DRIVE OTHER CAR COVERAGE - BROADENED
COVERAGE FOR NAMED INDIVIDUALS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 1/1/2015	Countersigned by:  Authorized Representative
Named Insured: Poverello House; Naomi's House	

SCHEDULE

Name of Individual	Liability		Auto Medical Payments	
	Limit	Premium	Limit	Premium
Per UW Guidelines	\$ 1,000,000	\$ 0	\$ 5,000	\$ 0

Name of Individual	Uninsured Motorists		Underinsured Motorists		Physical Damage	
	Limit	Premium	Limit	Premium	Comp.	Coll.
Per UW Guidelines	\$ 1,000,000	\$ 0	\$ 1,000,000	\$ 0	\$ 0	\$ 0

Note - When uninsured motorists is provided at limits higher than the basic limits required by a financial responsibility law, underinsured motorists is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER: Walter R. Reinhardt Insurance Agency
499 W. Shaw Ave., Ste. 130
Fresno, CA 93704

POLICY NUMBER: 2015-06579-UMB- NPO

RENEWAL OF NUMBER: 2014-06579-UMB-NPO

1 NAME OF INSURED AND MAILING ADDRESS:
Poverello House; Naomi's House
P.O. Box 12225
Fresno, CA 93777-2225



**WALTER R. REINHARDT
INSURANCE AGENCY, INC.**
499 West Shaw Ave., Suite 130
Fresno, California 93704
(559) 226-4700
CA Lic. #570767

2 POLICY PERIOD: FROM 01/01/2015 TO 01/01/2016
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Rehabilitation and service programs; temporary shelter

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION: \$5,394

4 LIMITS OF INSURANCE:

a.	Each Occurrence (other than Directors' & Officers' Liability and Improper Sexual Conduct Liability).....	4,000,000
	Each Wrongful Act - Directors' & Officers' Liability	Excluded
	Each Occurrence - Improper Sexual Conduct Liability	Excluded
b.	Products Completed Operations Aggregate [(where applicable)]	4,000,000
c.	General Aggregate	4,000,000
d.	Aggregate Directors' & Officers' Liability	Excluded
e.	Aggregate Improper Sexual Conduct Liability	Excluded
f.	Retained Limit	10,000

5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
CU 21 33 01 08, NIAC-E42 07 06, SCHEDULE A 01 80, UMB1000 03 99, UMB166 12 88, UMB62 05 13

COUNTERSIGNED: 12/30/2014

BY

Panel C. D.

(AUTHORIZED REPRESENTATIVE)

THE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS, ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY.



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER: 2015-06579-UMB-NPO

CONTROL NUMBER: 06579

NAME OF INSURED: Poverello House; Naomi's House

TYPE OF POLICY	APPLICABLE LIMITS		INSURER POLICY #	APPLICABLE PERIOD
Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit.....	\$1,000,000	NIAC 2015-06579 - NPO	1/1/2015 TO 1/1/2016
	Uninsured/Underinsured Motorist.....	N/A		
	(Does not include:Terrorism Coverage - Certified Acts)			
Commercial General Liability	Each Occurrence Limit	\$1,000,000	NIAC	1/1/2015 TO 1/1/2016
	General Aggregate Limit	\$2,000,000	2015-06579 - NPO	
	Products/Completed Operations Aggregate Limit...	\$2,000,000		
	Personal & Advertising Injury Limit	\$1,000,000		
	Damage to Premises Rented to You	N/A		
	(Does not include:Terrorism Coverage - Certified Acts)			
Social Service Professional Liability	Each Occurrence Limit	\$1,000,000	NIAC	1/1/2015 TO 1/1/2016
	Aggregate Limit	\$2,000,000	2015-06579 - NPO	
	(Does not include:Terrorism Coverage - Certified Acts)			
Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability		SCIF 9073956-14	1/1/2015 TO 10/1/2015
	Bodily Injury by Accident	\$1,000,000	Each Accident	
	Bodily Injury by Disease	\$1,000,000	Each Employee	
	Bodily Injury by Disease	\$1,000,000	Policy Limit	
	(Does not include: Terrorism Coverage - Certified Acts)			
Improper Sexual Conduct	Each Occurrence Limit	N/A		
	General Aggregate Limit	N/A		
Directors' And Officers'	Each Wrongful Act Limit	N/A		
	Aggregate Limit	N/A		
Liquor Liability	Each Common Cause Limit	\$1,000,000	NIAC	1/1/2015 TO 1/1/2016
	Aggregate Limit	\$1,000,000	2015-06579 -NPO	
	(Does not include:Terrorism Coverage - Certified Acts)			

(00165)

**EXHIBIT E
DISCLOSURE OF CONFLICT OF INTEREST**

Emergency Solutions Grant
PROJECT TITLE

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

Explanation: _____

Signature

Date

**Poverello House
Address: 412 F Street
Fresno, CA 93706**

Additional page(s) attached.