

ORIGINAL

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8/20/15

**AGREEMENT
Emergency Solutions Grant**

THIS AGREEMENT is made and entered into the **1st** day of **September**, 2015 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "Marjaree Mason Center", California, Inc., a California 501(c)(3) not-for-profit Corporation ("RECIPIENT"). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

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

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

Then CITY issued a Notice of Funding ("NOFA") to solicit cost proposals with specific plans to provide eligible ESG services ("Scope of Work").

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

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

ARTICLE 1

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

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

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

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

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

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

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

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

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

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

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

"NOFA" shall mean the Notice for Funding Available issued on July 13, 2015 soliciting for proposals to provide; street outreach & emergency shelter; homelessness prevention assistance to households who would otherwise become homeless; assistance to rapidly re-house persons who are homeless; and related grant administration (up to 2.5% of award).

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

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

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

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of September 1, 2015 and shall end June 30, 2016, which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed One Hundred and Twenty Five Thousand, Two Hundred

and Ninety Nine Dollars and Zero Cents (\$125,299.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by RECIPIENT in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation.

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

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

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

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

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

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

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

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

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

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

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

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

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

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

(a) An illegal or improper use of funds.

(b) A failure to comply with any term, covenant or condition of this Agreement.

(c) Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.

(d) The services required hereunder are incapable of or are improperly being performed by recipient.

(e) Refusal of RECIPIENT to accept change under Section 16

(f) RECIPIENT fails to maintain any required insurance.

(g) There is a loss of third party funding (see Section 6 above).

(h) RECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen (14) days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen (14) days.

(i) RECIPIENT's failure, inability or admission in writing of its inability to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.

(j) A receiver, trustee, or liquidator being appointed for RECIPIENT or any substantial part of RECIPIENT's assets or properties, and not removed within ten (10) days.

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

9. Termination and Remedies.

Upon the occurrence of an Event of Default, CITY shall give written notice RECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, RECIPIENT shall have an additional thirty (30) days to remedy such failure so long as RECIPIENT is diligently and in good faith pursuing such remedy.

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

(b) Immediately upon any termination or expiration of this Agreement, RECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and

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

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

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

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

10. Indemnification.

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

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

This section shall survive expiration or termination of this Agreement.

11. Insurance.

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

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

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

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

(e) If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

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

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

13. Records, Reports and Inspection.

(a) RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, RECIPIENT shall comply with all applicable requirements of the Office of Management and Budget

Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$500,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the RECIPIENT's fiscal year end.

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

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

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

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

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

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

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

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

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

- 1) Name
- 2) Social Security Number
- 3) Date of Birth
- 4) Race
- 5) Ethnicity
- 6) Gender
- 7) Veteran Status
- 8) Disabling Condition
- 9) Residence Prior to Program Entry
- 10) Zip Code of Last Permanent Address
- 11) Housing Status
- 12) Program Entry Date
- 13) Program Exit Date
- 14) Personal Identification Number
- 15) Household Identification Number
- 16) Income and Sources
- 17) Non-Case Benefits
- 18) Destination (where client will stay upon exit)
- 19) Financial Services Provide (if any)
- 20) Housing Relocation & Stabilization Services Provided (if any)

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

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

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

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

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

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

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

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

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

15. Conflict of Interest and Non-Solicitation.

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

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

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

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

ARTICLE 2 FEDERAL REQUIREMENTS

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

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

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

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

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

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

made aware of the facilities and Services. The RECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

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

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

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

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

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

17. Relocation.

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

(b) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the

government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

18. Further Assurances.

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

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

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

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

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

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

(i) RECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color,

creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

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

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

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

ARTICLE 3 GENERAL PROVISIONS

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

insurance requirements specified in **Exhibit C** approved by CITY's Risk Manager in his or her sole discretion.

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

21. Copyrights/Patents.

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

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

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

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

24. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

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

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

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

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

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

26. Independent Contractor.

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

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

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

governing such matters. It is acknowledged that during the term of this Agreement, RECIPIENT may be providing services to others unrelated to CITY or to this Agreement.

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

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

29. Assignment.

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

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

30. Compliance with Law. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

///
///

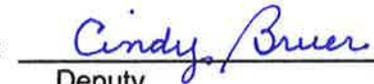
IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: 
Bruce Rudd
City Manager

Date: 9/16/15

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy

Date: 9/16/15

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

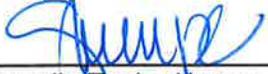
By: 
Brandon M. Collet
Deputy City Attorney

Date: 9/8/15

Addresses:

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

Marjaree Mason Center

By: 
Genelle Taylor Kumpe
Executive Director
(Attach Notary Certificate of Acknowledgement)

Date: 8/26/15

By: _____

Name: _____

Title: _____

(Attach Notary Certificate of Acknowledgement)

Date: _____

RECIPIENT:

Marjaree Mason Center
Attention: Genelle Taylor Kumpe
Address: 1600 M Street Fresno, CA 93721
Phone: 559-237-4706
FAX: 559-237-0420

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On September 16, 2015 before me, Katheryn Cornell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared *****Bruce Rudd*****
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katheryn Cornell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement Emergency Solutions Grant
Title or Type of Document: Marjaree Mason Center Document Date: 09/01/2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

On AUGUST 26, 2015 before me, LAURA P. LÓPEZ
(insert name and title of the officer)

personally appeared GENEIE MARIE TAYLOR KUMPE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

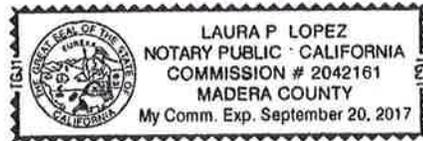


EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement "Between" City of Fresno
and Marjaree Mason Center**

Emergency Solutions Grant

PROJECT TITLE

SECTION 2 – PROJECT DESCRIPTION
(Limit narrative to two pages)

Please describe the project in detail including eligible activities, target populations, services to be provided, number of participants to be served, timelines/project schedule/program outcomes.

Marjaree Mason Center (MMC) will provide emergency shelter to 200 unduplicated persons (individuals and families) who are homeless, having no other safe housing alternative due to fleeing a domestic violence situation. In addition, MMC will provide Rapid Re-housing - Housing Relocation and Stabilization Services (tenant-based) to 20 homeless individual/families-specifically those who are homeless due to DV.

Specifically, the MMC Safe House-emergency shelter will provide immediate housing, food, clothing, case management, and supportive services to homeless victims (individuals and families) of domestic violence in Fresno. Staff support and client intake are provided 24-hours a day/everyday. For safety reasons, the 40-room/110-bed shelter facility where services are provided is confidentially located in Downtown Fresno. This central, secure location allows victims in Fresno to easily access the facility, even using public transportation. The services we will offer in conjunction with emergency housing and supportive services include food, clothing, case management, counseling, legal assistance, parenting, life skills, support groups and linkages to housing and job training agencies/programs. The MMC emergency shelter, through the ESG funding, will address the immediate and most appropriate housing need of the identified target homeless population; identify the longer term support and service needs; and provide *essential services* by utilizing an immediate intake assessment and case management approach. Through case management MMC will address and link eligible clients to available and appropriate community and mainstream resources (SSI, Department of Rehab, Tanf, CaWORKs, Veterans resources, Food Stamps...etc), to ensure greater opportunity of long-term housing in which they can thrive.

- Funding in the emergency shelter components will include expenses relative to “*Shelter Operations*” of the Safe House facility (utilities, supplies, insurance and maintenance) and some “*essential services*” to cover 24-hour staffing/intake assessment service costs. Agency staffing for the MMC Safe House emergency shelter includes Case Managers, Client Services Advocates, and shelter leadership positions.

Additionally, MMC will provide Rapid Re-Housing-Housing Relocation and Stabilization Services that will ensure necessary funding supports for homeless DV victims, primarily those in our DV programs that we know are homeless due to fleeing DV and not in habitable housing. Most families who have fled their home due to DV are unable to return safely to that residence unless the abuser is in custody, without fear of future violence towards them and their children. Absent assistance to get into their own housing through this program, many of the families will have no choice but to return to the abusive violent home or to remain homeless. Within this program MMC staff ensures eligibility guidelines, intake procedures, and housing approvals per HUD guidelines; prior to program entry or assistance being provided. HUDs Rent Reasonable Standard and Housing Quality Standards for unit inspections will be applied when rental assistance is to be provided. HMIS comparable data will be collected and maintained, as allowable through VAWA.

- Grant funding will pay case management salary, rental application fees, security deposits, last month's rent, utility deposits, utility payments (up to 6-months in utility payment arrears), and moving costs.

Project Schedule & Outcome Objectives:

- The MMC Safe House-emergency shelter will accept referrals of individuals and families fleeing domestic violence and;
 - Provide homeless housing to 200 unduplicated homeless referrals individuals and adults with children 24-hours per day/ 7-days per week; ensuring that beds are available on a first-come, first serve basis within a 6-month period.
 - MMC 24-hour hotline will accept calls and referrals community-wide, including from 2-1-1; and either directly provide services and SPADT assessment or refer non-DV homeless clients to the FMCoC MAP.
 - Homeless referred to MMC for shelter will be provided an immediate assessment to determine their needs (food, shelter, clothing, safety, medical, counseling, legal assistance, etc.). The shelter, in compliance with the McKinney Homeless Assistance Act, serves battered women and their children; however, male victims of DV are eligible for alternate housing services, including hotel vouchers.
 - Start- up emergency shelter will be immediate, as the shelter is in current operation, however, needs funding to provide this level of service.
- 25 homeless persons who are not eligible for MMC shelter services will be provided with referrals and/or transportation to alternate shelter services within the FMCoC network of providers or the coordinated assessment housing process.
- In adherence with the Emergency Solutions Grant intent
 - Within 48-hours of admission, ongoing eligibility assessment will result in a developed plan of care. 150 care plans will ensure health and safety issues are addressed; long term plans, as applicable, will discuss direction toward income achievement, employment or education and long term housing stability.
- (65%) of the client/families with case plans will exit towards a permanent housing.
- 95 adults (Individuals or head of household) in the emergency shelter or RRH program, will be assessed to ensure they are accessing (as appropriate) mainstream resources and funding that they qualify for, and which will assist the client/family in achieving self-sufficiency.
- (30%) of the adults served (emergency shelter & RRH) will be referred to local employment training and/or enrolled in CalWORKs and placement programs in the community. It is important to note that case management services are initially focused on the emotional well-being of the client and family, as their cause for homelessness was initiated in a violent manner for them and their children.
- 20 RRH eligible client/families will be provided with needed qualified funding to ensure they are able to access permanent housing.
- 20 RRH households will be provided homeless assistance supports, coaching, and service linkages to assist them in maintaining permanent housing.
- MMC does not discriminate in providing of services, and also accepts all walk-in or self-referred clients for assessments and services as appropriate; and accepts DV victims who are fleeing their home and referred through the MAP program.

SECTION 3 - MEETING PROGRAM POLICIES AND PRIORITIES
(Limit narrative to two pages)

Describe how the project will meet the program policies and priorities.

The primary target populations for MMC ESG services are individuals and families who are defined as homeless by the Department of Housing and Urban Development (HUD) 24 CFR Parts 91, 582, and 583 regulations, specifically those fleeing/attempting to flee domestic violence. Marjaree Mason Center has a thorough understanding of the Emergency Solutions Grant (ESG), and the City and FMCoC intent and priority focus of ESG services toward emergency housing and rapid re-housing of specific targeted homeless populations, including victims of domestic violence and households with children; which are the two populations that MMC provides service.

- In line with the Emergency Solutions Grant (ESG) intent, MMC will focus upon unsheltered homeless persons fleeing or attempting to flee DV, and provide emergency shelter services necessary to help 200 unduplicated homeless DV adults/children victims (fleeing); and
- An additional 20 eligible persons with Rapid Re-housing-Housing Relocation and Stabilization Services supports to regain stability after their homelessness. The approach of this MMC Emergency Solutions grant is to address the immediate (emergency housing) and most appropriate tenant based re-housing needed by the identified target homeless population; assisting them in identifying long term supportive and service needs to prevent future homelessness.

MMC maintains HMIS data supports (within VAWA guidelines) and does possess required insurance, as required by the ESG contract with the City of Fresno. Outreach is within the coordinated access process; through 2-1-1; from street outreach and; referrals from other social service, law enforcement and homeless agencies within Fresno. Further-as per the policies and procedures for ESG, the three-step process for determining client's eligibility will be closely adhered to which includes: 1) initial consultation with the individual or family to determine eligibility in accordance with the coordinated assessment requirements set forth under 24 CFR 576.400(d) and the associated written standards established. 2) Verification of income below 30% of the Area Median Income will take place; and 3) Verification of Homelessness will be secured-homelessness will be verified as per the HUD definition. Specifically our targeted population within that definition includes: Any individual or family who is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; that they have no other residence; and lack the resources or support networks, e.g., family friends, faith based or other social networks, to obtain other permanent housing; and live in an emergency shelter or other place described as and not meant for human habitation.

As our proposal includes a request for emergency shelter and rapid re-housing, our process with the re-housing population will include re-verification/qualification for ongoing eligibility of this service for Rapid Rehousing households served more than three months, although our project will primarily focus on assisting these homeless with acquisition of rental housing with deposits/first & last month's rent and utility assistance-per grant guidelines. Further, we will maintain all client eligibility documentation in each client file (as is relative to emergency shelter and rapid re-housing); and we will maintain all recordkeeping and reporting requirements, as required in the regulation for rapid re-housing clients. Family size determination, unit size appropriateness and rent reasonableness will be in compliance with HUDS standard of "rent reasonableness." In regard to the Rental, Security and Utility Payments-payments will only be made directly to the third parties (landlords or utility companies).

MMC supports the FMCoC involvement and dedication toward the Project Unite and the 25-Cities national initiative that began in March of 2014. In addition, we appreciate the City's commitment to ensuring that domestic violence victims have immediate access to safety and shelter, as they flee DV/family violence with their children and immediately become homeless. The MMC homeless services, although being DV related will absolutely support the common/coordinated assessment and homeless housing protocols within the community, as many "general homeless" reach out to our Center for housing. We support and participate in this effort, have trained our staff in the SPDAT IV assessment, cooperate and collaborate with other homeless providers so this system can be successful.

For domestic violence victims we know that the FMCoC and city of Fresno understand the restrictions in placing DV victims' in general homeless housing, as our particular target population are homeless due to fleeing DV and have safety concerns for the family and require being confidentially housed with specific safety and security needs.

As an active FMCoC member, MMC commits to the local initiatives as these services are necessary to help regain stability in permanent housing after experiencing a housing crisis and/or homelessness. We utilize the coordinated assessment process as an important aspect of the initiative for homeless we serve, who are not protected under VAWA confidentiality requirements. The tactic of the Emergency Solutions Grant is to address the immediate and most appropriate housing need of the identified targeted homeless population; identify the longer term supportive and service needs; and utilizing a case management approach—address and link the referred clients to available and appropriate resources, to ensure greater opportunity of long-term consistent, supportive (if necessary), housing options in which they can thrive. For DV victims the MMC will continue to follow this approach with clients we serve; will maintain our duplicate HMIS/comparable data collection and; provide immediate emergency shelter housing and rapid re-housing for homeless families fleeing domestic violence, meeting the requirements and intent of the Emergency Solutions Grant, local priorities and policies in regard to ESG.

SECTION 4 – PROJECT SCHEDULE
(Limit narrative to one page)

Describe how the agency will perform the tasks described within the six month timeline. Show how the agency anticipates expending and requesting reimbursement for each month of the subrecipient agreement.

The MMC Emergency Shelter operations will begin immediately. The Emergency Shelter is already in operation; however needs the additional funding to operate at the proposed level. There will not be any start-up delays in the receipt of homeless individuals/families that are fleeing domestic violence and requiring shelter. The numbers of anticipated homeless received each month, within this funding, for the 6-month period is noted in the chart below, based upon historical data.

The Rapid Re-housing – Housing Relocation and Stabilization Services program will initially be made available for qualified and eligible candidates effective September 1st. A case manager will be responsible for the processing of applications for funding assistance and project monitoring, and client assistance. There will be minimal delay in implementation of the project. The first month will have the least number served as the staff will develop their forms, files and processes for receipt and processing of applications for funding assistance. Announcement will be made notifying Marjaree Mason Center Advocates and the MAP project within the community and in the emergency shelter that this assistance is available and it is anticipated that at least two eligible homeless DV families will be identified initially. It is anticipated, based upon prior experience that verification attainment, housing search and application, approval for size and cost appropriateness and site visit approvals will require at least a 15-18 day span. Staff will determine that all requested rental assistance meets rent reasonableness (within the approved FMR); and that the site meets quality standards expectations. Once the paperwork and the on-site processes are completed, a check or checks will be requested from the finance department in the name of the third-party who will be paid for the services needed (moving, storage, rent payment, etc...). Checks are processed weekly and will be issued after the appropriate backup documentation is received and verified.

Clients will be provided with necessary linkages and supports to promote their stay in the permanent housing that they have secured and the case manager will assist them in their initial stabilization. The timeline represents the numbers served will be highest mid-grant, as the three months of supportive assistance are anticipated to be provided at that time; deposits and other onetime funding requests will be accepted in the latter two months of the funding period; in order to end the project / funding within the 6-month time frame.

ESG Component	Total #	September 1, 2015	October 2015	November 2015	December 2015	January 2016	February 1-March 1, 2016
Rapid Rehousing Service #'s	20 Served	2	4	4	4	3	3
Emergency Shelter #'s	200 Served	35	35	35	25	35	35
Grant Expenditures	\$171,387.00	10%	15%	20%	20%	20%	15%

**SECTION 4 - EXPERIENCE OF AGENCY
(Limit narrative to two pages)**

Describe your organization's experience and capacity to provide the types of service and/or housing proposed and experience with the utilization of ESG funds or other public-private developments.

In three decades of experience, MMC has continually provided quality safe effective emergency housing; and has successfully utilized City and County ESG funds every contractual year-adhering to reporting procedures, meeting service objectives; and providing a 24/7 service to homeless men, women and children victims of DV. MMC has been successful and fiscally responsible in operating four HUD SHP TH projects, addressing performance indicators and performance objectives. Currently MMC is also working in partnership with the Fresno Housing Authority on the implementation of the Welcome Home Rapid Re-Housing program, which is in its first year of HUD funding. That program was operating at capacity within the first 3 months (time to process and approve verifications of eligibility & approve housing). Prior to the Welcome Home project, MMC also successfully administered local City and County HPRP funds while they were available. MMC case managers regularly monitor and evaluate client progress, develop individualized service plans, and help plot clients' courses to housing stability and; maintain HUD required documentation in all client files. In addition, MMC Client Service Advocates assist in re-housing clients by facilitating the Life Skills Class, which teaches clients about: budgeting skills, leases and the leasing process, how to secure utilities, making moving arrangements, and other skills necessary for independent living. MMC has been diligent about meeting all HUD and other contractual commitments, performance timelines and reporting requirements.

In all, MMC manages more than 24 grants a year, amounting to about \$3,950,000 from federal, state, local, and private grantors. Historically, MMC has successfully managed more than 110 grants, totaling more than \$25,000,000. MMC has consistently received, fulfilled and successfully met objectives and outcomes of all grant funds from federal, state, and local government agencies, as well as private foundations. MMC has many years of proven fiscal and programmatic stability ensuring compliance with HUD SHP and HPRP and ESG mandates, policies and regulations. In addition to the FMCoC, MMC has memorandums of understanding with more than 30 agencies in Fresno County, creating a network of referrals and mutual support. Through these partnerships, MMC assists in addressing gaps in community services, streamlines victim assistance, and eliminates duplication of efforts, maximizing resources available in our community. Due to its reputable distinction of service in the Fresno area, MMC operations are enhanced by a strong and consistent financial commitment of private grants and donated funds from our community. Our Board and fiscal monitoring process have been excellent and consistently have met all review standards.

Marjaree Mason Center is Fresno's only dedicated domestic violence services agency, the county's only provider of domestic violence homeless shelter services, and Central California's foremost expert on domestic violence and annually MMC moves more than 65% of emergency residential clients into transitional or self-sufficient permanent housing! MMC emergency and transitional projects are located in downtown Fresno, Clovis and rural Reedley, housing an average of 1000 unduplicated victims of domestic

violence every year. The agency keeps detailed statistics on services provided; as well as very detailed client demographics, including ages, ethnicities, zip codes, and income levels. Agency-wide, MMC serves more than 5,600 unduplicated victims of domestic violence every year. MMC is experienced assisting clients from all backgrounds, income levels & parts of the community. For the past 35 years, the Marjaree Mason Center (MMC) has provided shelter, re-housing assistance, and case management services to victims who have become homeless due to fleeing domestic violence. MMC advocates working in conjunction with law enforcement have reached out to victims who report domestic violence. Currently, these advocates contact thousands of victims each year, informing them about services and offering assistance. This outreach is so effective that more than 30% of our Safe House referrals are from these efforts. In addition to our active involvement within our community and the FMCoC, MMC is an active member of the California Partnership to End Domestic Violence (CEPDV).

Key staff, their role in the project and their qualifications, are as follows:

- **Genelle Taylor Kumpe, Executive Director** came to MMC in 2013 with over 13 years of executive management, legislative advocacy, entrepreneurial business development and management, and public/media relations. Genelle spent 10 years as a leader in education, her work at Fresno State became a national model for other universities to replicate. Ms. Kumpe has the authority to commit agency resources and sign contracts.
- **Lucianna Ventresca, Associate Director** has 23 years management experience in private nonprofit public service agencies, and has been with MMC for 4 years overseeing facility programmatic operations. Ms. Ventresca has been involved in the emergency shelter service provision for over 14 years, and served as consultant for the FMCoC.
- **Marcus Martin, Finance Director** has been with MMC for 10 years. He has 13 years' experience in accounting and finance, internet technology and human resources management. Mr. Martin oversees all agency and shelter finances, and has monitored the contracts and oversight of prior CDBG, HUD, and EHAP renovation funds -to ensure strict compliance with government regulations and requirements.
- **Stacy Gomez, Legal Services Director** oversees MMC's team of victim advocates who are stationed at Fresno County and City's domestic violence units. She has nine years' experience as a DV victim advocate, five of those years as lead advocate, supervising a team of five other advocates and a Human Trafficking Advocate.
- **Katie Crask, Clinical Services Director** oversees MMC's team of counseling staff and the clinical interventions provided to our children in the Shelter Children's Enrichment Center. Katie's been with the agency for over 25-years, is a licensed therapist, and child advocate.
- **Case Managers** MMC case managers represent our cultural community make-up, are highly trained and, the majority are bilingual. All MMC staff has undergone 40 hours of state-certified domestic violence training, and have certification as a DV advocate.
- **Client Service Advocates**_ MMC Client Service Advocates (CSA) facilitate classes for residents, offer peer support, parent coaching, meal service delivery for residents. CSA staff provides the 24-hour 7-day per week crisis assessments and hot line coverage.

Legal Concerns:

Marjaree Mason Center does not have pending legal actions, bankruptcies, or lawsuits, nor are there any other factors that would prevent our agency from completing the proposed project.

Section 5 - CURRENT AND COMPLETED PROJECTS
(Limit narrative to one page)

List five (5) current or completed projects. Include a summary of the scope of the program, dates of program, and number of homeless served.

Reference Name: California Office of Emergency Services Years: 2009 through Currently Funded
Service Provided: Emergency services for the state's Domestic Violence Assistance Program, - 900 Homeless annually
Emergency shelter, case management, 24-hour crisis intervention, safety planning and other services (total served including homeless within each year of operation within this grant= 4,800+

Reference Name: U. S. Dept. of HUD Years: December 1, 2014 - 2015 -Current
Service Provided: Rapid Re-Housing: housing of homeless -Welcome Home Project:
Service Summary: Marjaree Mason Center is currently operating this new CoC funded PH project. Homeless are provided housing, case management, therapy, and victim advocacy in this tenant based project-12 homeless families served...

Reference Name: County of Fresno Years: 2013 - 2015 ENDED
Service Provided: County of Fresno Emergency Shelter Program, the Marjaree Mason Center provided 400+ homeless served annually
with shelter, food, clothing, crisis intervention, 24-hour crisis hotline, peer counseling, case management, safety planning, and other services to support them as homeless victims of domestic violence.

Reference Name: U. S. Dept. of HUD Years: 2008 - 2015 -Current
Service Provided: Marjaree Mason Center provides housing of homeless and TH services in four grants from HUD. shelter, case management, therapy, life-skills classes, victim advocacy in Fresno, Clovis & Reedley - more than 125 homeless

Reference Name: Emergency Food & Shelter Years: 2011 - 2014 - Current
Service Provided: Marjaree Mason Center provides Emergency food: 86,000 units of food service provided to homeless

SECTION 6 - CONSISTENCY WITH LOCAL/FEDERAL FUNDING REQUIREMENTS
(check that the agency will comply)

Sub recipients must participate in HMIS, the local CAHM system, and the Fresno Madera Continuum of Care.

MMC has been and will continue to comply with all local and federal funding requirements, record keeping, client file documentation and fiscal accountability, including compliance with 24 CFR Part 576, as amended and related implementing regulations. MMC commits to collecting data for the HMIS, per HUD regulations, restrictions, and requirements; to adhere to the intake and file maintenance requirements; meet performance indicators and standards as detailed within this application for local and federal funding; and provide all statistical reports as mandated through this funding. We will continue to be an active member of the Fresno Madera Continuum of Care (FMCoC) collaborative; and will participate in the Coordinated Assessment and Housing Match system.



AUTHORIZING RESOLUTION

- A. WHEREAS, the City of Fresno, Housing and Community Development Department & the Fresno Madera Continuum of Care, issued a Notice of Funding Availability under the Emergency Solutions Grants (ESG) Program; and
- B. MARJAREE MASON CENTER is a Private Non-Profit Corporation that is eligible and wishes to apply for and receive an ESG grant; and
- C. If MARJAREE MASON CENTER receives a grant from the City of Fresno it certifies that all uses of the funds will be in compliance with the ESG Regulations and Contract.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of MARJAREE MASON CENTER hereby authorizes GENELLE TAYLOR KUMPE, MMC EXECUTIVE DIRECTOR to execute all required certifications, apply for and accept the City of Fresno Emergency Solutions Grant in the amount of not more than \$185,000 and to sign the Standard Agreement, any subsequent amendments thereto, with the City of Fresno of not more than \$185,000.00, as well as perform any and all responsibilities in relationship to such contract.

PASSED AND ADOPTED this 21st Day of July, 2015
by the following vote:

AYES: 16 ABSTENTIONS: _____
NOES: _____ ABSENT: 1



**Signature and Title of Approving Officer
(Chairperson or Secretary - Not the Authorized
Representative)**

1600 M Street
Fresno, CA 93721

main: 559-237-4706
fax: 559-237-0420
www.mmcenter.org

EXHIBIT B

BUDGET SUMMARY

**Consultant Service Agreement "Between" City of Fresno
and Marjaree Mason Center**

Emergency Solutions Grant

PROJECT TITLE

See attached

Marjaree Mason Center City of Fresno ESG 2015

**BUDGET PROPOSAL - CITY OF FRESNO ESG
SIX (6) MONTH BUDGET PROPOSAL**

ORGANIZATION NAME Marjaree Mason Center, Inc.
PROJECT NAME MMC - ESG 2015

ESG ACTIVITY	TOTAL BUDGET for this program	CITY ESG funds proposed	CITY ESG funds 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						
.50 FTE Client Services Advocate	\$352,075.43	\$9,756.00	\$0.00	\$0.00	\$64,956.00	California Office of Emergency Services-Domestic Violence Emergency Program, Blue Shield of California
Repairs and Maintenance	\$42,302.00	\$27,000.00	\$0.00	\$0.00	\$0.00	
Telephone Expense	\$17,633.00	\$9,000.00	\$0.00	\$0.00	\$0.00	
Insurance Expense	\$14,750.00	\$7,200.00	\$0.00	\$0.00	\$0.00	
Utilities Expense	\$28,385.00	\$12,000.00	\$0.00	\$0.00	\$0.00	
Total street outreach/ emergency shelter	\$455,145.43	\$64,956.00	\$0.00	\$0.00	\$64,956.00	
Homelessness Prevention						
Homelessness Prevention- Housing Relocation & Stabilization						
Homelessness Prevention- Tenant Based Rental Assistance						
Total homelessness prevention						
Rapid Re-Housing						
Rapid Re-Housing - Housing Relocation & Stabilization						
Security Deposit	\$108,000.00	\$15,000.00	\$0.00	\$0.00	\$56,399.00	Legacy Foundation, Isnardi Foundation, County Family Stabilization Plan, Fresno Regional Foundation, Kaiser Permanente, and unrestricted donations.
Last Month's Rent	\$21,000.00	\$19,000.00	\$0.00	\$0.00	\$0.00	
Utility Deposit	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	
Short-term rental assistance	\$60,000.00	\$57,000.00	\$0.00	\$0.00	\$0.00	
.50 FTE Case Manager	\$77,953.00	\$9,252.00	\$0.00	\$0.00	\$45,853.00	
Rapid Re-Housing -Tenant-Based Rental Assistance						
Total rapid re-housing	\$268,953.00	\$102,252.00	\$0.00	\$0.00	\$102,252.00	
Administrative costs up to 2.5% of ESG funds requested for program activities	\$38,750.00	\$4,179.00	\$0.00	\$0.00	\$4,179.00	
TOTAL ALL ESG Activities in this BUDGET	\$762,848.43	\$171,387.00	\$0.00	\$0.00	\$171,387.00	

EXPLANATION OF OTHER ESG FUNDS

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

The Marjaree Mason Center has not been awarded any funds from the City or County of Fresno for activities that will be implemented during this time period. All current funds from the City will be expended by August 15, 2015.

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

The Marjaree Mason Center does not intend to apply for any County of Fresno ESG funds.

EXPLANATION OF MATCHING FUNDS

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

(Emergency Shelter) The Marjaree Mason Center will match \$61,579 of City ESG funds with funds from our grant from the California Office of Emergency Services- Domestic Violence Assistance Program (DVAP) grant. Funds will be matched with the salaries from the State portion of the DVAP grant. We will also use \$5,000 from our Blue Shield of California unrestricted grant to match the City ESG. (Rapid Rehousing)- Match will be provided by use of funds from donations from Fresno Regional Foundation, County of Fresno Family Stabilization Program, Kaiser Permanente, Isnardi Foundation, Legacy Foundation and a cash match from unrestricted donations.

EXHIBIT C

Homeless Services Report

See attached



**EXHIBIT C
EMERGENCY SHELTER GRANT
HOMELESS SERVICES QUARTERLY REPORT**

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

Programs and Service(s):

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

Residential Services:

Average number served daily: _____ Adults _____ Children

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

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

Families with Children Headed by:

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

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

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

Shelter Type: Number of persons housed

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

Organization: _____

Reporting Period: _____

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

Gender	
Male	
Female	
Total	

Veterans	
Persons w/ Disabilities	

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

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

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

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

Signature of the Authorized Agent or Officer:

Date:

Print/Type Name:

Job Title:

EXHIBIT D

**Consultant Service Agreement "Between" City of Fresno
And Marjaree Mason Center
Emergency Solutions Grant
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager

or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

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

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

VERIFICATION OF COVERAGE

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

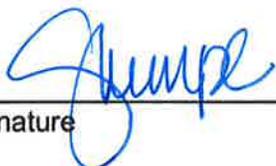
EXHIBIT E

DISCLOSURE OF CONFLICT OF INTEREST

Emergency Solutions Grant
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____



 Signature

 8/27/15

 Date

Marjaree Mason Center
1600 M Street
Fresno, CA 93721

Additional page(s) attached.

ORIGINAL

File ID #15-744
8/20/15

**AGREEMENT
Emergency Solutions Grant**

THIS AGREEMENT is made and entered into the **1st** day of **September**, 2015 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and "Marjaree Mason Center", California, Inc., a California 501(c)(3) not-for-profit Corporation ("RECIPIENT"). CITY and RECIPIENT are sometimes hereinafter referred to individually as a Party and collectively as Parties.

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

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

Then CITY issued a Notice of Funding ("NOFA") to solicit cost proposals with specific plans to provide eligible ESG services ("Scope of Work").

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

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

ARTICLE 1

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

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

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

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

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

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

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

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

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

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

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

"NOFA" shall mean the Notice for Funding Available issued on July 13, 2015 soliciting for proposals to provide; street outreach & emergency shelter; homelessness prevention assistance to households who would otherwise become homeless; assistance to rapidly re-house persons who are homeless; and related grant administration (up to 2.5% of award).

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

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

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

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of September 1, 2015 and shall end June 30, 2016, which shall be the term of this Agreement, unless terminated earlier as provided herein.

4. Compensation and Method of Payment. CITY shall pay RECIPIENT the aggregate sum of not to exceed One Hundred and Twenty Five Thousand, Two Hundred

and Ninety Nine Dollars and Zero Cents (\$125,299.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by RECIPIENT in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT's performance of services under this Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation.

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

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

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

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

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

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

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

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

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

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

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

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

7. Disposition of Program Income. Absent the CITY's written consent, any program income generated hereunder shall be used to reduce the CITY's reimbursement obligations hereunder, or in the absence thereof promptly remitted entirely to the CITY.

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

(a) An illegal or improper use of funds.

(b) A failure to comply with any term, covenant or condition of this Agreement.

(c) Report(s) are submitted to CITY which are incorrect or incomplete in any material respect.

(d) The services required hereunder are incapable of or are improperly being performed by recipient.

(e) Refusal of RECIPIENT to accept change under Section 16

(f) RECIPIENT fails to maintain any required insurance.

(g) There is a loss of third party funding (see Section 6 above).

(h) RECIPIENT files, or has filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, of filing any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, where such petition shall not have been vacated within fourteen (14) days; or if adjudicated bankrupt or insolvent, under any present or future statute, law, regulation under state or federal law, and judgment or decree is not vacated or set aside within fourteen (14) days.

(i) RECIPIENT's failure, inability or admission in writing of its inability to pay its debts as they become due or RECIPIENT's assignment for the benefit of creditors.

(j) A receiver, trustee, or liquidator being appointed for RECIPIENT or any substantial part of RECIPIENT's assets or properties, and not removed within ten (10) days.

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

9. Termination and Remedies.

Upon the occurrence of an Event of Default, CITY shall give written notice RECIPIENT of the Event of Default by specifying (1) the nature of the event or deficiency giving rise to the default, (2) the action required to cure the deficiency, if, in the sole discretion of CITY, any action to cure is possible, and (3) if the Event of Default is curable, a date, which shall not be less than thirty (30) calendar days from the date of the notice, by which such deficiency must be cured, provided, however that if such failure cannot be remedied in such time, RECIPIENT shall have an additional thirty (30) days to remedy such failure so long as RECIPIENT is diligently and in good faith pursuing such remedy.

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

(b) Immediately upon any termination or expiration of this Agreement, RECIPIENT shall (i) immediately stop all work hereunder; (ii) immediately cause any and

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

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

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

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

10. Indemnification.

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

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

This section shall survive expiration or termination of this Agreement.

11. Insurance.

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

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

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

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

(e) If RECIPIENT should subcontract all or any portion of the services to be performed under this Agreement, RECIPIENT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with RECIPIENT and CITY prior to the commencement of any services by the subcontractor.

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

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

13. Records, Reports and Inspection.

(a) RECIPIENT shall establish and maintain records in accordance with all requirements prescribed by CITY, HUD and generally accepted accounting principles, with respect to all matters covered by this Agreement. As applicable, RECIPIENT shall comply with all applicable requirements of the Office of Management and Budget

Circular A-122, Cost Principles for Non-Profit Organizations; OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations, including the provision of a single audit (generally applicable where funding from all federal sources in any fiscal year exceeds \$500,000), and to such extent shall submit to the CITY any applicable auditor's reports and audited financial statements no later than three (3) months after the RECIPIENT's fiscal year end.

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

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

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

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

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

(b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or any other accounting documents pertaining in whole or in part to this Agreement and they shall be clearly identified and readily accessible to CITY.

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

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

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

- 1) Name
- 2) Social Security Number
- 3) Date of Birth
- 4) Race
- 5) Ethnicity
- 6) Gender
- 7) Veteran Status
- 8) Disabling Condition
- 9) Residence Prior to Program Entry
- 10) Zip Code of Last Permanent Address
- 11) Housing Status
- 12) Program Entry Date
- 13) Program Exit Date
- 14) Personal Identification Number
- 15) Household Identification Number
- 16) Income and Sources
- 17) Non-Case Benefits
- 18) Destination (where client will stay upon exit)
- 19) Financial Services Provide (if any)
- 20) Housing Relocation & Stabilization Services Provided (if any)

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

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

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

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

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

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

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

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

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

15. Conflict of Interest and Non-Solicitation.

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

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

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

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

ARTICLE 2 FEDERAL REQUIREMENTS

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

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

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

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

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

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

made aware of the facilities and Services. The RECIPIENT must also adopt procedures which will make available to interested persons information concerning the location of Services and facilities that are accessible to persons with disabilities.

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

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

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

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

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

17. Relocation.

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

(b) A displaced person must be provided relocation assistance at the levels described in, and in accordance with, 49 CFR Part 24, which contains the

government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

18. Further Assurances.

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

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

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

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

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

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

(i) RECIPIENT will comply with all laws and regulations, as applicable. No person in the United States shall, on the grounds of race, color,

creed, religion, sex, sexual preference, national origin, ancestry, ethnicity, age, marital status, status as a disabled veteran or veteran of the Vietnam era, medical condition, or physical or mental disability be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

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

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

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

ARTICLE 3 GENERAL PROVISIONS

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

insurance requirements specified in **Exhibit C** approved by CITY's Risk Manager in his or her sole discretion.

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

21. Copyrights/Patents.

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

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

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

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

24. Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. It is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

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

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

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

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

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

26. Independent Contractor.

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

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

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

governing such matters. It is acknowledged that during the term of this Agreement, RECIPIENT may be providing services to others unrelated to CITY or to this Agreement.

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

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

29. Assignment.

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

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

30. Compliance with Law. In providing the services required under this Agreement, RECIPIENT shall at all times comply with all applicable laws of the United States, the State of California and CITY, and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the life of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

///
///

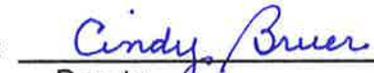
IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a municipal corporation

By: 
Bruce Rudd
City Manager

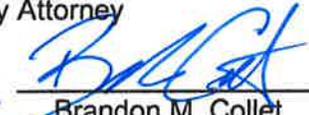
Date: 9/16/15

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: 
Deputy

Date: 9/16/15

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

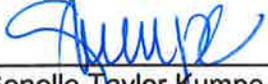
By: 
Brandon M. Collet
Deputy City Attorney

Date: 9/8/15

Addresses:

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

Marjaree Mason Center

By: 
Genelle Taylor Kumpe
Executive Director
(Attach Notary Certificate of Acknowledgement)

Date: 8/26/15

By: _____

Name: _____

Title: _____

(Attach Notary Certificate of Acknowledgement)

Date: _____

RECIPIENT:

Marjaree Mason Center
Attention: Genelle Taylor Kumpe
Address: 1600 M Street Fresno, CA 93721
Phone: 559-237-4706
FAX: 559-237-0420

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Fresno)

On September 16, 2015 before me, Katheryn Cornell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared *****Bruce Rudd*****
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Katheryn Cornell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Agreement Emergency Solutions Grant
Title or Type of Document: Marjaree Mason Center Document Date: 09/01/2015
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of FRESNO

On AUGUST 26, 2015 before me, LAURA P. LÓPEZ
(insert name and title of the officer)

personally appeared GENEIE MARIE TAYLOR KUMPE
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

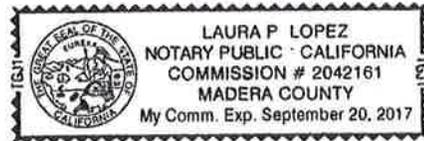


EXHIBIT A

SCOPE OF SERVICES

**Consultant Service Agreement "Between" City of Fresno
and Marjaree Mason Center**

Emergency Solutions Grant

PROJECT TITLE

SECTION 2 – PROJECT DESCRIPTION
(Limit narrative to two pages)

Please describe the project in detail including eligible activities, target populations, services to be provided, number of participants to be served, timelines/project schedule/program outcomes.

Marjaree Mason Center (MMC) will provide emergency shelter to 200 unduplicated persons (individuals and families) who are homeless, having no other safe housing alternative due to fleeing a domestic violence situation. In addition, MMC will provide Rapid Re-housing - Housing Relocation and Stabilization Services (tenant-based) to 20 homeless individual/families-specifically those who are homeless due to DV.

Specifically, the MMC Safe House-emergency shelter will provide immediate housing, food, clothing, case management, and supportive services to homeless victims (individuals and families) of domestic violence in Fresno. Staff support and client intake are provided 24-hours a day/everyday. For safety reasons, the 40-room/110-bed shelter facility where services are provided is confidentially located in Downtown Fresno. This central, secure location allows victims in Fresno to easily access the facility, even using public transportation. The services we will offer in conjunction with emergency housing and supportive services include food, clothing, case management, counseling, legal assistance, parenting, life skills, support groups and linkages to housing and job training agencies/programs. The MMC emergency shelter, through the ESG funding, will address the immediate and most appropriate housing need of the identified target homeless population; identify the longer term support and service needs; and provide *essential services* by utilizing an immediate intake assessment and case management approach. Through case management MMC will address and link eligible clients to available and appropriate community and mainstream resources (SSI, Department of Rehab, Tanf, CaWORKs, Veterans resources, Food Stamps...etc), to ensure greater opportunity of long-term housing in which they can thrive.

- Funding in the emergency shelter components will include expenses relative to “*Shelter Operations*” of the Safe House facility (utilities, supplies, insurance and maintenance) and some “*essential services*” to cover 24-hour staffing/intake assessment service costs. Agency staffing for the MMC Safe House emergency shelter includes Case Managers, Client Services Advocates, and shelter leadership positions.

Additionally, MMC will provide Rapid Re-Housing-Housing Relocation and Stabilization Services that will ensure necessary funding supports for homeless DV victims, primarily those in our DV programs that we know are homeless due to fleeing DV and not in habitable housing. Most families who have fled their home due to DV are unable to return safely to that residence unless the abuser is in custody, without fear of future violence towards them and their children. Absent assistance to get into their own housing through this program, many of the families will have no choice but to return to the abusive violent home or to remain homeless. Within this program MMC staff ensures eligibility guidelines, intake procedures, and housing approvals per HUD guidelines; prior to program entry or assistance being provided. HUDs Rent Reasonable Standard and Housing Quality Standards for unit inspections will be applied when rental assistance is to be provided. HMIS comparable data will be collected and maintained, as allowable through VAWA.

- Grant funding will pay case management salary, rental application fees, security deposits, last month's rent, utility deposits, utility payments (up to 6-months in utility payment arrears), and moving costs.

Project Schedule & Outcome Objectives:

- The MMC Safe House-emergency shelter will accept referrals of individuals and families fleeing domestic violence and;
 - Provide homeless housing to 200 unduplicated homeless referrals individuals and adults with children 24-hours per day/ 7-days per week; ensuring that beds are available on a first-come, first serve basis within a 6-month period.
 - MMC 24-hour hotline will accept calls and referrals community-wide, including from 2-1-1; and either directly provide services and SPADT assessment or refer non-DV homeless clients to the FMCoC MAP.
 - Homeless referred to MMC for shelter will be provided an immediate assessment to determine their needs (food, shelter, clothing, safety, medical, counseling, legal assistance, etc.). The shelter, in compliance with the McKinney Homeless Assistance Act, serves battered women and their children; however, male victims of DV are eligible for alternate housing services, including hotel vouchers.
 - Start- up emergency shelter will be immediate, as the shelter is in current operation, however, needs funding to provide this level of service.
- 25 homeless persons who are not eligible for MMC shelter services will be provided with referrals and/or transportation to alternate shelter services within the FMCoC network of providers or the coordinated assessment housing process.
- In adherence with the Emergency Solutions Grant intent
 - Within 48-hours of admission, ongoing eligibility assessment will result in a developed plan of care. 150 care plans will ensure health and safety issues are addressed; long term plans, as applicable, will discuss direction toward income achievement, employment or education and long term housing stability.
- (65%) of the client/families with case plans will exit towards a permanent housing.
- 95 adults (Individuals or head of household) in the emergency shelter or RRH program, will be assessed to ensure they are accessing (as appropriate) mainstream resources and funding that they qualify for, and which will assist the client/family in achieving self-sufficiency.
- (30%) of the adults served (emergency shelter & RRH) will be referred to local employment training and/or enrolled in CalWORKs and placement programs in the community. It is important to note that case management services are initially focused on the emotional well-being of the client and family, as their cause for homelessness was initiated in a violent manner for them and their children.
- 20 RRH eligible client/families will be provided with needed qualified funding to ensure they are able to access permanent housing.
- 20 RRH households will be provided homeless assistance supports, coaching, and service linkages to assist them in maintaining permanent housing.
- MMC does not discriminate in providing of services, and also accepts all walk-in or self-referred clients for assessments and services as appropriate; and accepts DV victims who are fleeing their home and referred through the MAP program.

SECTION 3 - MEETING PROGRAM POLICIES AND PRIORITIES
(Limit narrative to two pages)

Describe how the project will meet the program policies and priorities.

The primary target populations for MMC ESG services are individuals and families who are defined as homeless by the Department of Housing and Urban Development (HUD) 24 CFR Parts 91, 582, and 583 regulations, specifically those fleeing/attempting to flee domestic violence. Marjaree Mason Center has a thorough understanding of the Emergency Solutions Grant (ESG), and the City and FMCoC intent and priority focus of ESG services toward emergency housing and rapid re-housing of specific targeted homeless populations, including victims of domestic violence and households with children; which are the two populations that MMC provides service.

- In line with the Emergency Solutions Grant (ESG) intent, MMC will focus upon unsheltered homeless persons fleeing or attempting to flee DV, and provide emergency shelter services necessary to help 200 unduplicated homeless DV adults/children victims (fleeing); and
- An additional 20 eligible persons with Rapid Re-housing-Housing Relocation and Stabilization Services supports to regain stability after their homelessness. The approach of this MMC Emergency Solutions grant is to address the immediate (emergency housing) and most appropriate tenant based re-housing needed by the identified target homeless population; assisting them in identifying long term supportive and service needs to prevent future homelessness.

MMC maintains HMIS data supports (within VAWA guidelines) and does possess required insurance, as required by the ESG contract with the City of Fresno. Outreach is within the coordinated access process; through 2-1-1; from street outreach and; referrals from other social service, law enforcement and homeless agencies within Fresno. Further-as per the policies and procedures for ESG, the three-step process for determining client's eligibility will be closely adhered to which includes: 1) initial consultation with the individual or family to determine eligibility in accordance with the coordinated assessment requirements set forth under 24 CFR 576.400(d) and the associated written standards established. 2) Verification of income below 30% of the Area Median Income will take place; and 3) Verification of Homelessness will be secured-homelessness will be verified as per the HUD definition. Specifically our targeted population within that definition includes: Any individual or family who is fleeing, or is attempting to flee domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; that they have no other residence; and lack the resources or support networks, e.g., family friends, faith based or other social networks, to obtain other permanent housing; and live in an emergency shelter or other place described as and not meant for human habitation.

As our proposal includes a request for emergency shelter and rapid re-housing, our process with the re-housing population will include re-verification/qualification for ongoing eligibility of this service for Rapid Rehousing households served more than three months, although our project will primarily focus on assisting these homeless with acquisition of rental housing with deposits/first & last month's rent and utility assistance-per grant guidelines. Further, we will maintain all client eligibility documentation in each client file (as is relative to emergency shelter and rapid re-housing); and we will maintain all recordkeeping and reporting requirements, as required in the regulation for rapid re-housing clients. Family size determination, unit size appropriateness and rent reasonableness will be in compliance with HUDS standard of "rent reasonableness." In regard to the Rental, Security and Utility Payments-payments will only be made directly to the third parties (landlords or utility companies).

MMC supports the FMCoC involvement and dedication toward the Project Unite and the 25-Cities national initiative that began in March of 2014. In addition, we appreciate the City's commitment to ensuring that domestic violence victims have immediate access to safety and shelter, as they flee DV/family violence with their children and immediately become homeless. The MMC homeless services, although being DV related will absolutely support the common/coordinated assessment and homeless housing protocols within the community, as many "general homeless" reach out to our Center for housing. We support and participate in this effort, have trained our staff in the SPDAT IV assessment, cooperate and collaborate with other homeless providers so this system can be successful.

For domestic violence victims we know that the FMCoC and city of Fresno understand the restrictions in placing DV victims' in general homeless housing, as our particular target population are homeless due to fleeing DV and have safety concerns for the family and require being confidentially housed with specific safety and security needs.

As an active FMCoC member, MMC commits to the local initiatives as these services are necessary to help regain stability in permanent housing after experiencing a housing crisis and/or homelessness. We utilize the coordinated assessment process as an important aspect of the initiative for homeless we serve, who are not protected under VAWA confidentiality requirements. The tactic of the Emergency Solutions Grant is to address the immediate and most appropriate housing need of the identified targeted homeless population; identify the longer term supportive and service needs; and utilizing a case management approach—address and link the referred clients to available and appropriate resources, to ensure greater opportunity of long-term consistent, supportive (if necessary), housing options in which they can thrive. For DV victims the MMC will continue to follow this approach with clients we serve; will maintain our duplicate HMIS/comparable data collection and; provide immediate emergency shelter housing and rapid re-housing for homeless families fleeing domestic violence, meeting the requirements and intent of the Emergency Solutions Grant, local priorities and policies in regard to ESG.

SECTION 4 – PROJECT SCHEDULE
(Limit narrative to one page)

Describe how the agency will perform the tasks described within the six month timeline. Show how the agency anticipates expending and requesting reimbursement for each month of the subrecipient agreement.

The MMC Emergency Shelter operations will begin immediately. The Emergency Shelter is already in operation; however needs the additional funding to operate at the proposed level. There will not be any start-up delays in the receipt of homeless individuals/families that are fleeing domestic violence and requiring shelter. The numbers of anticipated homeless received each month, within this funding, for the 6-month period is noted in the chart below, based upon historical data.

The Rapid Re-housing – Housing Relocation and Stabilization Services program will initially be made available for qualified and eligible candidates effective September 1st. A case manager will be responsible for the processing of applications for funding assistance and project monitoring, and client assistance. There will be minimal delay in implementation of the project. The first month will have the least number served as the staff will develop their forms, files and processes for receipt and processing of applications for funding assistance. Announcement will be made notifying Marjaree Mason Center Advocates and the MAP project within the community and in the emergency shelter that this assistance is available and it is anticipated that at least two eligible homeless DV families will be identified initially. It is anticipated, based upon prior experience that verification attainment, housing search and application, approval for size and cost appropriateness and site visit approvals will require at least a 15-18 day span. Staff will determine that all requested rental assistance meets rent reasonableness (within the approved FMR); and that the site meets quality standards expectations. Once the paperwork and the on-site processes are completed, a check or checks will be requested from the finance department in the name of the third-party who will be paid for the services needed (moving, storage, rent payment, etc...). Checks are processed weekly and will be issued after the appropriate backup documentation is received and verified.

Clients will be provided with necessary linkages and supports to promote their stay in the permanent housing that they have secured and the case manager will assist them in their initial stabilization. The timeline represents the numbers served will be highest mid-grant, as the three months of supportive assistance are anticipated to be provided at that time; deposits and other onetime funding requests will be accepted in the latter two months of the funding period; in order to end the project / funding within the 6-month time frame.

ESG Component	Total #	September 1, 2015	October 2015	November 2015	December 2015	January 2016	February 1-March 1, 2016
Rapid Rehousing Service #'s	20 Served	2	4	4	4	3	3
Emergency Shelter #'s	200 Served	35	35	35	25	35	35
Grant Expenditures	\$171,387.00	10%	15%	20%	20%	20%	15%

**SECTION 4 - EXPERIENCE OF AGENCY
(Limit narrative to two pages)**

Describe your organization's experience and capacity to provide the types of service and/or housing proposed and experience with the utilization of ESG funds or other public-private developments.

In three decades of experience, MMC has continually provided quality safe effective emergency housing; and has successfully utilized City and County ESG funds every contractual year-adhering to reporting procedures, meeting service objectives; and providing a 24/7 service to homeless men, women and children victims of DV. MMC has been successful and fiscally responsible in operating four HUD SHP TH projects, addressing performance indicators and performance objectives. Currently MMC is also working in partnership with the Fresno Housing Authority on the implementation of the Welcome Home Rapid Re-Housing program, which is in its first year of HUD funding. That program was operating at capacity within the first 3 months (time to process and approve verifications of eligibility & approve housing). Prior to the Welcome Home project, MMC also successfully administered local City and County HPRP funds while they were available. MMC case managers regularly monitor and evaluate client progress, develop individualized service plans, and help plot clients' courses to housing stability and; maintain HUD required documentation in all client files. In addition, MMC Client Service Advocates assist in re-housing clients by facilitating the Life Skills Class, which teaches clients about: budgeting skills, leases and the leasing process, how to secure utilities, making moving arrangements, and other skills necessary for independent living. MMC has been diligent about meeting all HUD and other contractual commitments, performance timelines and reporting requirements.

In all, MMC manages more than 24 grants a year, amounting to about \$3,950,000 from federal, state, local, and private grantors. Historically, MMC has successfully managed more than 110 grants, totaling more than \$25,000,000. MMC has consistently received, fulfilled and successfully met objectives and outcomes of all grant funds from federal, state, and local government agencies, as well as private foundations. MMC has many years of proven fiscal and programmatic stability ensuring compliance with HUD SHP and HPRP and ESG mandates, policies and regulations. In addition to the FMCoC, MMC has memorandums of understanding with more than 30 agencies in Fresno County, creating a network of referrals and mutual support. Through these partnerships, MMC assists in addressing gaps in community services, streamlines victim assistance, and eliminates duplication of efforts, maximizing resources available in our community. Due to its reputable distinction of service in the Fresno area, MMC operations are enhanced by a strong and consistent financial commitment of private grants and donated funds from our community. Our Board and fiscal monitoring process have been excellent and consistently have met all review standards.

Marjaree Mason Center is Fresno's only dedicated domestic violence services agency, the county's only provider of domestic violence homeless shelter services, and Central California's foremost expert on domestic violence and annually MMC moves more than 65% of emergency residential clients into transitional or self-sufficient permanent housing! MMC emergency and transitional projects are located in downtown Fresno, Clovis and rural Reedley, housing an average of 1000 unduplicated victims of domestic

violence every year. The agency keeps detailed statistics on services provided; as well as very detailed client demographics, including ages, ethnicities, zip codes, and income levels. Agency-wide, MMC serves more than 5,600 unduplicated victims of domestic violence every year. MMC is experienced assisting clients from all backgrounds, income levels & parts of the community. For the past 35 years, the Marjaree Mason Center (MMC) has provided shelter, re-housing assistance, and case management services to victims who have become homeless due to fleeing domestic violence. MMC advocates working in conjunction with law enforcement have reached out to victims who report domestic violence. Currently, these advocates contact thousands of victims each year, informing them about services and offering assistance. This outreach is so effective that more than 30% of our Safe House referrals are from these efforts. In addition to our active involvement within our community and the FMCoC, MMC is an active member of the California Partnership to End Domestic Violence (CEPDV).

Key staff, their role in the project and their qualifications, are as follows:

- **Genelle Taylor Kumpe, Executive Director** came to MMC in 2013 with over 13 years of executive management, legislative advocacy, entrepreneurial business development and management, and public/media relations. Genelle spent 10 years as a leader in education, her work at Fresno State became a national model for other universities to replicate. Ms. Kumpe has the authority to commit agency resources and sign contracts.
- **Lucianna Ventresca, Associate Director** has 23 years management experience in private nonprofit public service agencies, and has been with MMC for 4 years overseeing facility programmatic operations. Ms. Ventresca has been involved in the emergency shelter service provision for over 14 years, and served as consultant for the FMCoC.
- **Marcus Martin, Finance Director** has been with MMC for 10 years. He has 13 years' experience in accounting and finance, internet technology and human resources management. Mr. Martin oversees all agency and shelter finances, and has monitored the contracts and oversight of prior CDBG, HUD, and EHAP renovation funds -to ensure strict compliance with government regulations and requirements.
- **Stacy Gomez, Legal Services Director** oversees MMC's team of victim advocates who are stationed at Fresno County and City's domestic violence units. She has nine years' experience as a DV victim advocate, five of those years as lead advocate, supervising a team of five other advocates and a Human Trafficking Advocate.
- **Katie Crask, Clinical Services Director** oversees MMC's team of counseling staff and the clinical interventions provided to our children in the Shelter Children's Enrichment Center. Katie's been with the agency for over 25-years, is a licensed therapist, and child advocate.
- **Case Managers** MMC case managers represent our cultural community make-up, are highly trained and, the majority are bilingual. All MMC staff has undergone 40 hours of state-certified domestic violence training, and have certification as a DV advocate.
- **Client Service Advocates**_ MMC Client Service Advocates (CSA) facilitate classes for residents, offer peer support, parent coaching, meal service delivery for residents. CSA staff provides the 24-hour 7-day per week crisis assessments and hot line coverage.

Legal Concerns:

Marjaree Mason Center does not have pending legal actions, bankruptcies, or lawsuits, nor are there any other factors that would prevent our agency from completing the proposed project.

Section 5 - CURRENT AND COMPLETED PROJECTS
(Limit narrative to one page)

List five (5) current or completed projects. Include a summary of the scope of the program, dates of program, and number of homeless served.

Reference Name: California Office of Emergency Services Years: 2009 through Currently Funded
Service Provided: Emergency services for the state's Domestic Violence Assistance Program, - 900 Homeless annually
Emergency shelter, case management, 24-hour crisis intervention, safety planning and other services (total served including homeless within each year of operation within this grant= 4,800+

Reference Name: U. S. Dept. of HUD Years: December 1, 2014 - 2015 -Current
Service Provided: Rapid Re-Housing: housing of homeless -Welcome Home Project:
Service Summary: Marjaree Mason Center is currently operating this new CoC funded PH project. Homeless are provided housing, case management, therapy, and victim advocacy in this tenant based project-12 homeless families served...

Reference Name: County of Fresno Years: 2013 - 2015 ENDED
Service Provided: County of Fresno Emergency Shelter Program, the Marjaree Mason Center provided 400+ homeless served annually
with shelter, food, clothing, crisis intervention, 24-hour crisis hotline, peer counseling, case management, safety planning, and other services to support them as homeless victims of domestic violence.

Reference Name: U. S. Dept. of HUD Years: 2008 - 2015 -Current
Service Provided: Marjaree Mason Center provides housing of homeless and TH services in four grants from HUD. shelter, case management, therapy, life-skills classes, victim advocacy in Fresno, Clovis & Reedley - more than 125 homeless

Reference Name: Emergency Food & Shelter Years: 2011 - 2014 - Current
Service Provided: Marjaree Mason Center provides Emergency food: 86,000 units of food service provided to homeless

SECTION 6 - CONSISTENCY WITH LOCAL/FEDERAL FUNDING REQUIREMENTS
(check that the agency will comply)

Sub recipients must participate in HMIS, the local CAHM system, and the Fresno Madera Continuum of Care.

MMC has been and will continue to comply with all local and federal funding requirements, record keeping, client file documentation and fiscal accountability, including compliance with 24 CFR Part 576, as amended and related implementing regulations. MMC commits to collecting data for the HMIS, per HUD regulations, restrictions, and requirements; to adhere to the intake and file maintenance requirements; meet performance indicators and standards as detailed within this application for local and federal funding; and provide all statistical reports as mandated through this funding. We will continue to be an active member of the Fresno Madera Continuum of Care (FMCoC) collaborative; and will participate in the Coordinated Assessment and Housing Match system.



AUTHORIZING RESOLUTION

- A. WHEREAS, the City of Fresno, Housing and Community Development Department & the Fresno Madera Continuum of Care, issued a Notice of Funding Availability under the Emergency Solutions Grants (ESG) Program; and
- B. MARJAREE MASON CENTER is a Private Non-Profit Corporation that is eligible and wishes to apply for and receive an ESG grant; and
- C. If MARJAREE MASON CENTER receives a grant from the City of Fresno it certifies that all uses of the funds will be in compliance with the ESG Regulations and Contract.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Directors of MARJAREE MASON CENTER hereby authorizes GENELLE TAYLOR KUMPE, MMC EXECUTIVE DIRECTOR to execute all required certifications, apply for and accept the City of Fresno Emergency Solutions Grant in the amount of not more than \$185,000 and to sign the Standard Agreement, any subsequent amendments thereto, with the City of Fresno of not more than \$185,000.00, as well as perform any and all responsibilities in relationship to such contract.

PASSED AND ADOPTED this 21st Day of July, 2015
by the following vote:

AYES: 16 ABSTENTIONS: _____
NOES: _____ ABSENT: 1

Cheryl Chambers

**Signature and Title of Approving Officer
(Chairperson or Secretary - Not the Authorized
Representative)**

1600 M Street
Fresno, CA 93721

main: 559-237-4706
fax: 559-237-0420
www.mmcenter.org

EXHIBIT B

BUDGET SUMMARY

**Consultant Service Agreement "Between" City of Fresno
and Marjaree Mason Center**

Emergency Solutions Grant

PROJECT TITLE

See attached

Marjaree Mason Center City of Fresno ESG 2015

**BUDGET PROPOSAL - CITY OF FRESNO ESG
SIX (6) MONTH BUDGET PROPOSAL**

ORGANIZATION NAME Marjaree Mason Center, Inc.
PROJECT NAME MMC - ESG 2015

ESG ACTIVITY	TOTAL BUDGET for this program	CITY ESG funds proposed	CITY ESG funds 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						
.50 FTE Client Services Advocate	\$352,075.43	\$9,756.00	\$0.00	\$0.00	\$64,956.00	California Office of Emergency Services-Domestic Violence Emergency Program, Blue Shield of California
Repairs and Maintenance	\$42,302.00	\$27,000.00	\$0.00	\$0.00	\$0.00	
Telephone Expense	\$17,633.00	\$9,000.00	\$0.00	\$0.00	\$0.00	
Insurance Expense	\$14,750.00	\$7,200.00	\$0.00	\$0.00	\$0.00	
Utilities Expense	\$28,385.00	\$12,000.00	\$0.00	\$0.00	\$0.00	
Total street outreach/ emergency shelter	\$455,145.43	\$64,956.00	\$0.00	\$0.00	\$64,956.00	
Homelessness Prevention						
Homelessness Prevention- Housing Relocation & Stabilization						
Homelessness Prevention- Tenant Based Rental Assistance						
Total homelessness prevention						
Rapid Re-Housing						
Rapid Re-Housing - Housing Relocation & Stabilization						
Security Deposit	\$108,000.00	\$15,000.00	\$0.00	\$0.00	\$56,399.00	Legacy Foundation, Isnardi Foundation, County Family Stabilization Plan, Fresno Regional Foundation, Kaiser Permanente, and unrestricted donations.
Last Month's Rent	\$21,000.00	\$19,000.00	\$0.00	\$0.00	\$0.00	
Utility Deposit	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00	
Short-term rental assistance	\$60,000.00	\$57,000.00	\$0.00	\$0.00	\$0.00	
.50 FTE Case Manager	\$77,953.00	\$9,252.00	\$0.00	\$0.00	\$45,853.00	
Rapid Re-Housing -Tenant-Based Rental Assistance						
Total rapid re-housing	\$268,953.00	\$102,252.00	\$0.00	\$0.00	\$102,252.00	
Administrative costs up to 2.5% of ESG funds requested for program activities	\$38,750.00	\$4,179.00	\$0.00	\$0.00	\$4,179.00	
TOTAL ALL ESG Activities in this BUDGET	\$762,848.43	\$171,387.00	\$0.00	\$0.00	\$171,387.00	

EXPLANATION OF OTHER ESG FUNDS

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

The Marjaree Mason Center has not been awarded any funds from the City or County of Fresno for activities that will be implemented during this time period. All current funds from the City will be expended by August 15, 2015.

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

The Marjaree Mason Center does not intend to apply for any County of Fresno ESG funds.

EXPLANATION OF MATCHING FUNDS

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

(Emergency Shelter) The Marjaree Mason Center will match \$61,579 of City ESG funds with funds from our grant from the California Office of Emergency Services- Domestic Violence Assistance Program (DVAP) grant. Funds will be matched with the salaries from the State portion of the DVAP grant. We will also use \$5,000 from our Blue Shield of California unrestricted grant to match the City ESG. (Rapid Rehousing)- Match will be provided by use of funds from donations from Fresno Regional Foundation, County of Fresno Family Stabilization Program, Kaiser Permanente, Isnardi Foundation, Legacy Foundation and a cash match from unrestricted donations.

EXHIBIT C

Homeless Services Report

See attached



**EXHIBIT C
EMERGENCY SHELTER GRANT
HOMELESS SERVICES QUARTERLY REPORT**

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

Programs and Service(s):

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

Residential Services:

Average number served daily: _____ Adults _____ Children

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

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

Families with Children Headed by:

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

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

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

Shelter Type: Number of persons housed

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

Organization: _____

Reporting Period: _____

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

Gender	
Male	
Female	
Total	

Veterans	
Persons w/ Disabilities	

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

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

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

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

Signature of the Authorized Agent or Officer:

Date:

Print/Type Name:

Job Title:

EXHIBIT D

**Consultant Service Agreement "Between" City of Fresno
And Marjaree Mason Center
Emergency Solutions Grant
PROJECT TITLE**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

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

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

- (i) \$100,000 per person;
- (ii) \$300,000 per accident for bodily injury; and,
- (iii) \$50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY (Errors and Omissions):**

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

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

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager

or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONSULTANT shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

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

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims related to this Agreement, CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

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

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

VERIFICATION OF COVERAGE

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

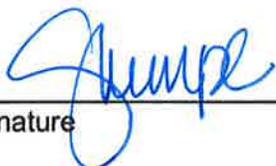
EXHIBIT E

DISCLOSURE OF CONFLICT OF INTEREST

Emergency Solutions Grant
PROJECT TITLE

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____



 Signature

8/27/15

 Date

Marjaree Mason Center
1600 M Street
Fresno, CA 93721

Additional page(s) attached.