

AGREEMENT Emergency Solutions Grant

THIS AGREEMENT is made and entered into the 1st day of December, 2013 by and between the CITY OF FRESNO, a California municipal corporation ("CITY"), and Marjaree Mason Center, a California 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.

CITY, in conjunction with and through the County of Fresno, issued a Request for Proposal Number 952-5087 ("RFP") to solicit cost proposals with specific plans to provide eligible ESG services ("Scope of Work").

In response to the RFP, 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 RFP 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 RFP 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 RFP and Bid Proposal with all attachments and addenda thereto.

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

“ESG Policies and Procedures” shall mean **Attachment B** to the RFP.

“General Conditions” or “General Requirements” shall mean the General Requirements contained in the RFP.

“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.

“RFP” shall mean the Request for Proposal Number 952-5087 for the County and City of Fresno Emergency Solutions Grant dated October 2, 2012 including without limitation the general requirements, bidding requirements, all its attachments, appendices and addenda.

“Scope of Services or Services” shall mean those services submitted with RECIPIENT’S bid proposal to be offered in fulfillment of the Program and included in **Exhibit A**.

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

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

3. Effective Date and Term of Agreement. It is the intent of the Parties that this Agreement be effective as of the date first set forth above as to all terms and conditions of the Agreement. Services of RECIPIENT shall commence as of December 1, 2013 and shall end June 30, 2015, 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 Two Thousand Dollars and Zero Cents (\$122,000.00) for satisfactory performance of the services rendered therefore and as set forth in **Exhibit B** attached hereto and incorporated herein. Compensation is based on actual expenditures incurred by RECIPIENT in accordance with the Budget set forth in **Exhibit B**. It is understood that all expenses incidental to RECIPIENT’S performance of services under this

Agreement shall be borne by the RECIPIENT. If RECIPIENT should fail to comply with any provisions of this Agreement, CITY shall be relieved of its obligation for further compensation.

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

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

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

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

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

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

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

To qualify matching funds as such they must be applied in furtherance of the services hereunder.

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

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

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

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

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

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

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

(a) An illegal or improper use of funds.

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

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

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

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

(f) RECIPIENT fails to maintain any required insurance.

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

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

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

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

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

9. Termination and Remedies.

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

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

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

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

is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

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

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

10. Indemnification.

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

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

This section shall survive expiration or termination of this Agreement.

11. Insurance.

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

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

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

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

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

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

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

13. Records, Reports and Inspection.

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

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

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

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

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

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

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

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

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

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

- 1) Name
- 2) Social Security Number
- 3) Date of Birth

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

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

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

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

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

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

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

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

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

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

15. Conflict of Interest and Non-Solicitation.

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

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

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

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

**ARTICLE 2
FEDERAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

17. Relocation.

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

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

18. Further Assurances.

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

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

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

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

(e) RECIPIENT acknowledges that RECIPIENT, not the CITY, is responsible for determining applicability of and compliance with the ACT and all other applicable local, state, and federal laws including, but not limited to, any applicable provisions of the California Labor Code, Public Contract Code, and Government Code. The CITY makes no express or implied

representation as to the applicability or inapplicability of any such laws to this Agreement or to the Parties' respective rights or obligations hereunder including, but not limited to, competitive bidding, prevailing wage subcontractor listing, or similar or different matters. RECIPIENT further acknowledges that the CITY shall not be liable or responsible at law or in equity for any failure by RECIPIENT to comply with any such laws, regardless of whether the City knew or should have known of the need for such compliance, or whether the CITY failed to notify RECIPIENT of the need for such compliance.

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

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

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

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

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

ARTICLE 3 GENERAL PROVISIONS

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

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

21. Copyrights/Patents.

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

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

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

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

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

25. Nondiscrimination. To the extent required by controlling federal, state and local law, RECIPIENT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status,

sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, RECIPIENT agrees as follows:

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

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

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

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

26. Independent Contractor.

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

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

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

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

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

29. Assignment.

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

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

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

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

32. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for

purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

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

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

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

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

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

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

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

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

CITY OF FRESNO,
a municipal corporation

Marjaree Mason Center
a California corporation

By: 
Bruce Rudd
City Manager

By: 
Genelle Taylor Kumpe
Executive Director

Date: 8/13/14

(Attach Notary Certificate of Acknowledgement)

ATTEST:
YVONNE SPENCE, CMC
City Clerk

Date: 7/2/2014

By: 
Deputy

By: _____

Name: _____

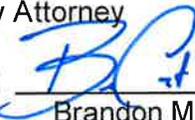
Date: Aug 13, 2014

Title: _____

(Attach Notary Certificate of Acknowledgement)

APPROVED AS TO FORM:
DOUG SLOAN
City Attorney

Date: _____

By: 
Brandon M. Collet
Deputy City Attorney

Date: 8/8/14

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

RECIPIENT:
RECIPIENT:
Marjaree Mason Center
Attention: Genelle Taylor Kumpe
1600 M Street
Fresno, CA 93721
Phone: (559) 487-1304
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

ACKNOWLEDGMENT

State of California
County of FRESNO)

On 07/02/2014 before me, B. COVARRUBIAS
(insert name and title of the officer)

personally appeared GENELLE 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 EMERGENCY SOLUTIONS GRANT

1. A General Discussion regarding Agency Understanding of the Project.

Marjaree Mason Center has a thorough understanding of the Emergency Solutions Grant (ESG) intent and focus to identify sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help regain stability in permanent housing after experiencing a housing crisis and/or homelessness. This is a new and more comprehensive approach toward providing emergency assistance and supports with greater and longer term housing-stability results. The approach 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.

1.1 Scope of Work Proposed and Summary of Proposal Features. The Marjaree Mason Center, proposes to deliver services under the Emergency Shelter component for a 17 month period, 24-hours per day and 7 days per week. With this funding, we will serve 335 unduplicated persons (individuals and families) who are homeless, having no other safe housing alternative due to fleeing a domestic violence situation. The Marjaree Mason Center (MMC) Safe House-emergency shelter will provide immediate housing, food, clothing, case management, and supportive services to victims of domestic violence in the City and County of Fresno. Staff support and client intake are provided 24-hours a day. For safety reasons, the 40-room/98-bed shelter facility where services are provided is confidentially located in Downtown Fresno. This central, secure location allows victims from all over Fresno County to easily access the facility, even using public transportation. Services through this Emergency Solutions component will include Emergency Shelter; case management, parenting classes, life skills classes, counseling and therapy for adults and children, legal assistance, support groups, food and clothing, and linkages to transitional, permanent housing and job training agencies.

Funding in this application will specifically be for expenses relative to “*Shelter Operations*” of the Safe House facility (utilities, supplies, insurance and maintenance) and some “*Essential Services*” funding to cover 24-hour staffing/intake assessment service costs. Agency staffing for the MMC Safe House Emergency Shelter includes Case Managers, Client Services Advocates, Residential Care staff, and shelter leadership positions. The majority of funding for the balance of these positions is provided through other grants and fiscal resources.

2.1 Overview Of Proposed Programs, Activities and/or Services To Be Provided.

The Marjaree Mason Center requests funding under the Emergency Solutions Grant for *Operational* and *Essential Services* costs within the emergency shelter component. The MMC Safe House-emergency shelter will accept referrals of individuals and families fleeing domestic violence and provide homeless housing to 335 unduplicated homeless referrals 24-hours per day/ 7-days per week; ensuring that beds are available on a first-come, first serve basis. Per MMC's agency policies, the MMC 24-hour hotline will accept calls and referrals community-wide.

In line with the Emergency Solutions Grant (ESG) intent, the MMC will focus upon unsheltered homeless persons fleeing DV, and provide the services necessary to help regain stability in transitional or permanent housing after their homelessness. The approach of this MMC Emergency Solutions Grant is to address the immediate and most appropriate housing need of the identified target homeless population; identify the longer term supportive and service needs; and providing *Essential Services* by utilizing an immediate intake assessment and case management approach. Through the case management wraparound services MMC will address and link the referred clients to available and appropriate community and mainstream resources, to ensure greater opportunity of long-term consistent, supportive (if necessary) and housing options in which they can thrive. MMC's 40-hour domestic violence certified & trained case managers, hotline and intake staff is available every day of the year with additional volunteers and housekeeping staff on-site to assist and/or provide emergency response. MMC commits to collecting data for the HMIS, per HUD regulations and requirements; to adhere to the intake and file maintenance requirements; meet performance indicators and standards as detailed by HUD; and provide all statistical reports to the funding agencies as mandated through this funding.

2.2 Proposed programs, activities, and/or services to be provided by your agency.

The MMC Safe House-emergency shelter services provide a safe, supportive environment where women and their children can learn how to recover from the trauma of their abuse and begin to transition into an independent lifestyle. Victims are referred to the 98-bed Shelter through the Marjaree Mason Center's 24-hour crisis hotline, by law enforcement, referrals from other agencies, drop-ins, or through MMC's outreach client advocates.

The shelter is staffed 24-hours a day, and offers 24-hour crisis intake for victims of domestic violence. The facility resides at a confidential address, on highly secure grounds, keeping victims out of the reach of their abusers. Upon referral to the shelter, MMC case managers assess the women and children's specific needs and assist them in creating safety plans. Case managers make recommendations and assist victims in applying for & obtaining benefits under mainstream health & social service programs. Victims will meet with their case manager weekly to identify goals, work towards goal achievement, and participate in the creation of their customized case management plan. On behalf of victims, case managers advocate with social service agencies, employers, or other organizations, often assisting victims in applying for Section 8 Housing, or CalWORKs assistance (as long as it is available). In accordance with the objectives of the Emergency Solutions funding, the case manager's objective is to help victims successfully transition out of domestic violence and into a healthy lifestyle, including increased self-esteem, positive parenting, self-awareness, and self-sufficiency and independent housing. Due to the severity of issues that children experience in homes of domestic violence, the agency recently enhanced its services, targeting specific therapeutic and case management focus towards the children. Our Children's Services Coordinator now also provides focused time and services to our residential families. Best practice models in use are Theraplay, ASQ testing (Ages & Stages Questionnaire) to determine their developmental levels and needs, as well as working with the entire family unit, have become key to the programming at the MMC's residential programs.

Case managers facilitate life-skills/healthy-lifestyles classes and DV education group. The healthy-lifestyles classes help victims work towards living self-sufficiently, so they will no longer be dependent upon an abuser. The domestic violence education group educates victims about the dynamics of domestic violence, the cycle of violence and other relevant topics. Because

many victims leave their homes with nothing more than the clothes on their backs, the MMC Safe House provides residents with emergency food and clothing. Immediate emergency housing services are provided free of charge, longer term residency is provided within the HUD sliding scale fee regulations. A family's level of need determines their length of stay and intensity of services provided at the Safe House. The goal of the MMC Safe House program is to provide a safe, healthy and supportive environment until the family can be relocated to long term independent living in the community. Absent this strategy, many would return to their abusive relationship-feeling there is no alternative. Specifically, this project will provide:

- Marjaree Mason Center (MMC) 24-hour staff assesses all homeless domestic violence clients referred from other agencies; and either directly provide service or refer clients to the appropriate provider through the FMCoC network of homeless providers.
- The MMC Safe House-emergency shelter will accept referrals of individuals and families fleeing domestic violence and provide homeless housing to 335 unduplicated homeless referrals 24-hours per day/ 7-days per week; ensuring that beds are available on a first-come, first serve basis. Per MMC's agency policies, the MMC 24-hour hotline will accept calls and referrals community-wide.
- In line with the Emergency Solutions Grant (ESG) intent, MMC will focus upon unsheltered homeless persons fleeing DV, and provide the services necessary to help 335 unduplicated homeless persons (96 households) regain stability in transitional or permanent housing after their homelessness. The approach of this MMC Emergency Solutions Grant is to address the immediate and most appropriate housing need of the identified target homeless population; and identify long term supportive and service needs.
- 335 of the DV homeless victims 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, exclusively serves battered women and their children; however, men who are victims of domestic violence are eligible for alternate housing services, including hotel vouchers. Services of the initial shelter stay are provided at no cost to eligible victims, and extended stays require payment on a sliding scale for fee (HUD's) based upon income eligibility for services.
- 53 homeless persons who are not eligible for MMC shelter services will be provided with referrals and transportation to alternate shelter services within the FMCoC network of providers.
- In adherence with the Emergency Solutions Grant intent, through the *Essential Services* component of case management, MMC will address and link the referred clients to available and appropriate resources, to ensure greater opportunity of long-term consistent, supportive (if necessary) and housing options in which they can thrive.
- Case management staffs are assigned to meet with new residents within 48-hours of admission, to further evaluate appropriateness of residency and to develop a case plan. 301 case plans will be developed: 86 adult/family plans (90% of adult residents) and 215 separate children's services summaries. Case plans include addressing their immediate health, safety, legal, and emotional needs (*not all clients will remain in residence for the*

case plan process and not all children will have a separate plan from the parent/family). A comprehensive case plan follows which will provide wrap-around services, supports and direction toward income achievement, employment or education, child care and long term housing stability.

- 235 (70%) of the clients (includes all household members) will be referred, as appropriate, to available (84) transitional housing and (150) alternative safe permanent housing; and case management assistance will be provided as they complete applications for housing.
- 100% (335) of the Case management plans will include the assurance that the residents are accessing all mainstream resources and funding that they qualify for, and which will assist the client/family in achieving self-sufficiency.
- 100 (30%) of the residents will be referred to local employment training 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.
- 235 (70%) of the residents referred through the Emergency Solutions funding will be referred for a clinical counseling assessment of services need. Self-sufficiency and positive development toward independence will be dependent upon their ability to safely reside in the community and their ability to function emotionally—on an independent basis.
- In addition to working with the parent involved in the DV, the children within the family are also encompassed with needed supports, counseling and referrals to local school district Homeless Student programs or Head Start programs—depending on age and location of the family.
- MMC's case managers and trained hotline & intake staff are available every day of the year with trained support staff on-site to assist with intakes, housing operations and/or emergency response. MMC commits to collecting data for the HMIS, per HUD regulations and requirements; to adhere to the intake and file maintenance requirements; meet performance indicators and standards as detailed by HUD; and provide all statistical reports to the funding agencies as mandated through this funding.
- The MMC works collaboratively within the Fresno Madera CoC and the agencies involved in addressing homelessness in our community. Services provided through this funding will continue to enhance the MMC ability to provide this valuable service to the CoC and regional area DV victims.
- The United Way 2-1-1 system has details on all of MMC's various programs, including the emergency shelter, and MMC often receives referrals from 2-1-1. In addition to 2-1-1, MMC receives referrals from its partner agencies, especially law enforcement and other victim-service providers.
- MMC does not discriminate in providing of services, and also accepts all walk-in or self-referred clients for assessments and services as appropriate. A large number of emergency program clients come through referrals from law enforcement agencies due

to their proximity to domestic violence crises. Whenever Fresno County law enforcement agencies respond to domestic violence incidents, the responding officers, deputies, and/or detectives inform victims about MMC and its available assistance. MMC also has victim advocates located within the Fresno Police Department and Fresno County Sheriff's Department. These advocates receive reports of domestic violence and contact victims directly to offer assistance.

EXHIBIT B

BUDGET SUMMARY

Marjaree Mason Center		
Award: \$100,000.00		
Funding Source	(HUD 2012 ESG/City FY 13)	
Personnel Costs		
Case Manager	.30 FTE x \$2,428.42/month x 16 months	11,656
Client Services Advocate	1.20 FTE x \$1,944.83/month x 16 months	37,341
Staff Benefits	\$48,997 personnel x 33.8857%	16,603
Total Personnel Costs		\$ 75,230
Facility Lease/Rent		
Utilities	\$900 month x 16 months	14,400
Communications	\$200/month x 16 months	3,200
Copier Lease/Maintenance		0
Repairs and Maintenance	\$650/month x 16 months	10,400
Insurance Expenses	\$400/month x 16 months	6,400
Total Operating Expenses		\$ 46,770
MATCH (dollar for dollar)		
	CalOES Domestic Violence Assistance Program	45,000
	Ca. Dept. of Housing and Community	22,000
	Private Donations	15,000
	Kaiser Permanente Foundation	5,000
	First 5 of Fresno County	35,000
Total match		\$ 122,000.00
TOTAL PROJECT		\$ 244,000.00



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

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

Programs and Service(s):

- | | |
|--|--|
| <input type="checkbox"/> Emergency Shelter Facilities
<input type="checkbox"/> Vouchers for Shelters
<input type="checkbox"/> Drop-in Center/Food Pantry
<input type="checkbox"/> Mental Health
<input type="checkbox"/> Alcohol/Drug Program
<input type="checkbox"/> Child Care
<input type="checkbox"/> Other | <input type="checkbox"/> Transitional Housing
<input type="checkbox"/> Outreach
<input type="checkbox"/> Soup Kitchen/Meal Distribution
<input type="checkbox"/> Health Care
<input type="checkbox"/> HIV/AIDS Services
<input type="checkbox"/> Employment
<input type="checkbox"/> 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

INSURANCE REQUIREMENTS

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, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to RECIPIENT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

RECIPIENT shall maintain limits of liability of not less than:

1. General Liability:
\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate applying separately to the work performed under the Agreement
2. Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
\$1,000,000 each accident for bodily injury
\$1,000,000 disease each employee
\$1,000,000 disease policy limit
4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event RECIPIENT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

RECIPIENT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and RECIPIENT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, 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) RECIPIENT 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

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.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.
3. RECIPIENT'S insurance coverage shall be primary and no contribution shall be required of CITY.

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

If the Professional Liability (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 RECIPIENT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by RECIPIENT, RECIPIENT must purchase extended reporting coverage for a minimum of 5 years following the expiration or termination of the Agreement.
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 hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, RECIPIENT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, RECIPIENT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

RECIPIENT shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

EXHIBIT E

DISCLOSURE OF CONFLICT OF INTEREST

		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: _____



 Genelle Taylor Kumpe
 Chief Executive Officer

_____ Date

Additional page(s) attached.