GRANT AGREEMENT FOR
PUBLIC SERVICE PROVIDERS PROGRAM FUNDS
THE LIVING ROOM CENTER (V215758/F002188)
CFDA #14.218

This Agreement is made this _____ day of _____, 2023 by and between the **CITY OF SANTA ROSA** (City) and **THE LIVING ROOM CENTER**, a California non-profit corporation (Contractor).

RECITALS

A. The Council of the City of Santa Rosa (Council) has determined that THE LIVING ROOM CENTER (Program) benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).

B. In general, the Program, commonly known as TLR, will provide focused, comprehensive homeless services that help reduce homelessness amongst women.

C. CITY wishes to fund the PROGRAM, using Federal Community Development Block Grant (CDBG) funds and local funds.

D. The parties have negotiated upon the terms pursuant to which Contractor will administer and conduct the Program and City will fund the Program and have herein reduced such terms to writing.

AGREEMENT

1. SCOPE OF SERVICES

Contractor shall, in a manner satisfactory to City, and consistent with 24 CFR 570, Subpart C - Eligible Activities, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, perform the scope of services described in **Exhibit A** ("Scope of Services"). Contractor is required to report deviations from budget or Scope of Services as per 2 CFR 200.308 - Revision of Budget and Program Plans.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2023 and shall continue in effect until June 30, 2024.

3. GRANT

A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed thirty--eight thousand eight hundred and seventy and no/100 dollars (38,870). The City's Chief Financial Officer is authorized to pay $9,639 in proper claims from Key 42006/Fund 2280 and $29,231 in proper claims from Key 340609/Fund 2130.

B. Payments by City to Contractor shall be made monthly in arrears based on the Budget in **Exhibit B** and upon the proper documentation of expenditures. On or before the fifteenth day of each month, Contractor shall submit an invoice to City for the prior month. The Director of Housing and Community Services (Director) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) where Contractor has not provided Program services. Invoices submitted after 30 days shall include acceptable written justification for the delay.

C. In the event that the Director determines that Contractor is not fully providing the Program services identified in **Exhibit A**, he shall have the right to reduce the grant award, unless the failure to provide services is beyond Contractor's control. The exercise by the Director of City's rights under this provision shall not be construed as a waiver by City of any other right or remedy.

4. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, **Attachment One**, "Insurance Requirements" which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in **Attachment One** is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 10 below, retains or utilizes any subcontractors in the provision of any services under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in **Attachment One**.

5. INDEMNITY/LIABILITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers or agents, in said performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

6. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

7. SUCCESSORS AND ASSIGNS

City and Contractor each bind itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

A. Contractor shall ensure its own compliance with Office of Management and Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 – Performance and Financial Monitoring and Reporting.

B. Audits performed outside the scope of the Single Audit Act or OMB A-133 shall be deemed ineligible costs under this Agreement. All audits performed are required to be submitted to City no later than 180 days after end of the Agreement term referenced in Section 2.

9. SUBCONTRACTS

A. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.

B. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

10. CONFLICT OF INTEREST

Section 42 of the City Charter and the City's Conflict of Interest Code expressly apply to this Agreement. Contractor shall be responsible for ensuring compliance with this provision.

11. PUBLICITY

During the term of this Agreement and for one year thereafter, Contractor shall acknowledge City's contribution to the Program in all publicity regarding the Program, including but not limited to, website and social media, flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The words "City of Santa Rosa" shall be explicitly stated in any and all pieces of publicity, with respect to the Program.

Upon request, City staff shall assist Contractor in generating publicity for the Program. Contractor agrees to cooperate with City staff in any City-generated publicity or promotional activities related to the Program.

13. NONSOLICITATION CLAUSE

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability or, at its discretion, reduce the grant award under this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

14. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item, excluding real property, having a cost in excess of $300.00 and a usable life of three years or more.

Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of $300.00 and a usable life of one year or more revert back to City.

15. PUBLICATION RIGHTS COPYRIGHTS AND DATA OWNERSHIP

A. The copyright to any reports, papers, forms, or other materials or documents that are created in connection with the services performed under this Agreement shall vest in City unless otherwise authorized in writing by City.

B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by Contractor pursuant to this Agreement shall be the exclusive property of City unless written waiver is executed by City.

C. Publication rights to any documents or materials produced are to be reserved by City.

D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the Program with small technical groups or lectures to employees or students. Lectures to other groups which describe the Program but disclose neither data nor results are permissible without advance approval.

E. HUD reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

16. PROGRAM MONITORING AND EVALUATION

A. The quarterly reports as more fully set forth in **Exhibit D** shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31st. The cumulative report shall also include the following information:

1. The number of clients with new or continuing access to the service or benefit provided;
2. The number of clients with improved access to the service or benefit provided;
3. The number of clients that receive the service or benefit that is no longer substandard; and
4. The number of beds created in overnight shelter or other emergency housing.

B. Contractor must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by Contractor into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in **Exhibit C**.

C. Contractor will take part in biennial unsheltered Homeless Count by assigning staff to assist in Count processes and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program relative to the overall Sonoma County Continuum of Care program.

17. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express written consent of City.

18. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties. The Director is authorized to approve and execute amendments to this Agreement on behalf of the City.

19. TERMINATION OF AGREEMENT

A. City may terminate this Agreement for convenience upon ten (10) days' written notice to Contractor. Upon such notice, Contractor shall immediately suspend all services under this Agreement.

B. City may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:

1. Failure, for any reason, of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with City, State, and Federal laws and regulations and applicable directives;

2. Failure to meet the performance standards contained in other sections of this Agreement;

3. Improper use or reporting of funds provided under this Agreement;

4. Suspension, termination or modification of any of the sources of funds upon which City planned to fund this Agreement;

5. Any event, (whether natural, social, political or financial) which is beyond the control of City and which results in a change in the funds available to City, or which triggers a need by City to reallocate funding to Contractor.

6. In connection with the provisions of subsections D and E, above, Contractor understands that City has based its overall allocation of funds to Contractor on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to City be reduced in any amount whatsoever, or should be faced with unusual or unexpected natural, social, political or financial events which diminish City's ability to fund agreements with Contractor and other recipients, or which events generate additional needs in the community, then City shall have the right to review and reallocate the amount of funding to be advanced to Contractor under this Agreement. On any of the occurrences described above, City may terminate all or any part of the remaining funding due to Contractor under this Agreement. City shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Contractor, as well as the sole discretion to determine the amount of the reduction and reallocation.

C. Should such a reduction in funding occur, City shall notify Contractor as soon as reasonably practicable after City has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from City to Contractor in writing. All other terms and conditions of the Agreement shall remain in effect.

D. In no event shall CITY be obligated to fund any part of this Agreement from CITY's own financial resources.

20. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY:
Department of Housing and Community Services
90 Santa Rosa Avenue
Santa Rosa, California, 95404

CONTRACTOR:
The Living Room

1207 Cleveland Ave
Santa Rosa, CA 95401

21. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

22. INCORPORATION OF ATTACHMENT AND EXHIBITS

The attachment and exhibits to this Agreement are incorporated and made part of this Agreement, subject to the terms and provisions herein.

23. SIGNATURES REQUIRED FOR CORPORATIONS

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

29. FEDERAL PROVISIONS

CONTRACTOR shall comply with the provisions in **Exhibit E** to this Agreement. In the event of a conflict between any provision in **Exhibit E** and any other provision of this Agreement, the more stringent provision shall control and prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

CONTRACTOR
The Living Room

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Taxpayer ID #_____

CITY OF SANTA ROSA
A Municipal Corporation

By _____

Name: Megan Basinger

Title: Housing & Community Services Director

ATTEST_____
City Clerk

APPROVED AS TO FORM

By_____
Office of the City Attorney

Attachments:

Attachment One: Insurance Requirements
Exhibit A: Scope of Services
Exhibit B: Budget
Exhibit C: Homeless Management Information System (HMIS)
Exhibit D: Quarterly Status Report Form
Exhibit E: Federal Provisions

ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GRANT AGREEMENTS

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	$ 1 million per occurrence $ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. **Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence**.
2.	Business auto coverage	$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than $ 1 million per accident for bodily injury and property damage.
3.	Professional liability (E&O)	$ 1 million per claim $ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4.	Workers' compensation and employer's liability	$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

   a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

   b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above $10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A: SCOPE OF SERVICES

The Living Room
Fiscal Year 2023-2024

The Living Room (TLR) will provide comprehensive case management and emergency meal provision services in Santa Rosa. This work aligns with the goals of the Housing First model by providing emergency stabilization in terms of sustenance and care coordination (case management) which prioritizes getting beneficiaries into permanent housing.

Program services will include, but not be limited to:

- The obtainment and maintenance of income and housing, including direct and indirect services.
- Education, emotional support, and help navigating the complex social services system so that clients can maximize their income, safety, wellbeing, and opportunities for permanent housing.
- Assisting with the pragmatics of applications, deadlines, appointments, transportation, pet assistance, and securing furniture.
- Connecting clients to relevant government agencies and community-based organizations and attend meetings with clients as needed.
- Utilizing extensive local network of community partners to get clients housed and housing ready.
- Providing multi-year support to help clients maintain housing.
- Provide nutrient dense foods and meals.
- Provide hygiene through access to free showers.
- Assistance with veterinary care services for emotional support and service animals.

Planned Outputs:

- Provide services to 1,200 unduplicated individuals at the Life Center including general education on housing readiness, access to showers and hygiene products, computer and printing lab, food services, group counseling, financial literacy education, veterinary and legal aid services, health screening, support groups, art therapy and therapeutic writing.
- Provide case management for up to 25 women and children in transitional housing.
- Providing stabilization case management for up to 6 women and children in permanent housing.
- Provide 500 meals every week to those experiencing hunger in our community.
- Contractor will engage clients and elicit feedback to incorporate in program planning and implementation.

Planned Indicators:

- Provide case management to ____% of individuals served at the Life Center including assistance to obtain temporary and permanent housing, tenancy support, assistance to obtain additional income, care coordination and housing retention.
- ____% of individuals provided case management at the Life Center will exit homelessness and enter permanent housing.
- Contractor will maintain an agency-wide return to homelessness rate of less than 5%.

EXHIBIT B: BUDGET

Fiscal Year 2023-2024

Living Room Center Inc. (The Living Room)

Expenses	**Budget Amounts**
CDBG Funds	
Salaries	$9,639
Local Funds	
Salaries	$29,231
Total Contract Expenses	**$38,870**

EXHIBIT C: Homeless Management Information System (HMIS)
THE LIVING ROOM CENTER

(The Living Room)

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, Contractor must be in "Good Standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by Contractor into the Sonoma County Community Development Commission's (Commission) Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

A. HMIS "Good Standing": Good Standing is defined as timely data entry, complete and accurate data reflective of the client status at intake, update and exit and adherence to the prevailing HMIS Data Standards.

   1. Timely Data Entry:
      a. Entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., client intake, entry and exit from program, and required annual updates if client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.

   2. Accurate and Complete Data:
      a. All homeless client data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS.
      b. 95% of all mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
      c. The EtO Data Validation Report (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.

   3. Data Collection Methodology:
      a. Contractor shall adhere to the prevailing federal HMIS Data Standards and Sonoma County HMIS Lead recommended program workflow(s) for each homeless program type.

B. User Training: All users of the HMIS will receive general HMIS User Training and Security and Ethics Training prior to receiving login credentials to the HMIS. Additionally, all HMIS users shall receive updated Security and Ethics training annually. Contractor shall report users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.

C. Required Quarterly Reporting: Contractor shall use data from the following reports to inform their quarterly report submissions:
   a. EtO Data Validation report with a data range from the start of the fiscal year to the end of the required report period (cumulative).

b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting).

D. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. Contractor also agrees to provide the Commission with leveraging information within 30 days of request.

E. Homeless Count Participation: Contractor will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. Contractor will take part in biennial unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program relative to the overall Sonoma County Continuum of Care program.

QUARTERLY STATUS REPORT
THE LIVING ROOM

(The Living Room, Inc.)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning July 1st, and ending through the quarter for which the report is being submitted.

Agency Name:	**The Living Room**
Program Title:	**The Living Room**
Term:	**July 1, 2023 to June 30, 2024**
QUARTER:	**Q1 JULY 1, 2023 - SEPTEMBER 30, 2023**
REPORTING DUE DATE:	**OCTOBER 10, 2023**

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City. Cells that show up in red mean that the numbers entered in yellow do not equal 100% of the total and your numbers should be double checked.

1. Please include a brief narrative of 50 words or less on your program's progress:

2. Total Number of Unduplicated Participants Assisted (This Quarter & Cumulative)

INDIVIDUALS	THIS QUARTER	CUMULATIVE
Men		0
Women		0
Transgender		0
Gender Non-Conforming		0
Children		0
Total Persons	0	0

3. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted This Quarter and Cumulative must match the totals in Question #2.

	This Quarter			**Cumulative**		
RACE/ETHNICITY DATA	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African American			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native *and* White			0	0	0	0
Asian *and* White			0	0	0	0
Black or African American *and* White			0	0	0	0
American Indian or Alaska Native *and* Black or African American			0	0	0	0
Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #2 above)	0	0	**0**	0	0	**0**

If the above cells are red, the race/ethnic data does not match results from question 2; you must correct before moving forward

4. INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted This Quarter and Cumulative.

Number of Participants Directly Assisted

	This Quarter	Cumulative
Below 30% (Extremely Low)		0
31% to 50% (Very Low)		0
51% to 80% (Low Income)		0
Over 80% (Non-low Moderate)		0
Total No. of Participants Assisted	0	0

If the above cells are red, the income data does not match results from question 2; you must correct before moving forward

This report has been created using the project's HMIS data: _____ (Select Yes or No)

If HMIS data has not been used, indicate the data source: _____

5. PLANNED OUTPUTS

Please complete the table below indicating the actual number of project participants who have achieved outcomes This Quarter and Cumulative.

Project Quantitative Measure Text (Planned Deliverables)		This Quarter Actual Outcomes Achieved
Provide services to 1,200 unduplicated individuals at the Life Center	# unduplicated individuals provided services at the Life Center	
Providing case management for up to 25 women and children in transitional housing	# unduplicated individuals in transitional housing provided case management	
Providing stabilization case management for up to 6 women and children in permanent housing	# unduplicated individuals in permanent housing provided stabilization case management	
Provide over 500 meals per week to those experiencing hunger in our community (26,000 meals per year)	# meals provided to participants and community	

EXHIBIT D: QUARTERLY STATUS REPORT

Contractor will engage clients and elicit feedback to incorporate in program planning and implementation. Please include a brief narrative on client engagement and feedback received. As applicable include how it was incorporated into program planning and implementation:

6. PLANNED INDICATORS:

Project Quantitative Measure Text (Planned Indicators)		This Quarter Actual Outcomes Achieved	Cumulative Actual Outcomes Achieved
X% of unduplicated individuals served at the Life Center will be provided case management.	# of unduplicated individuals provided case management at the Life Center.		0
X% of unduplicated individuals served at the Life Center will be provided case management.	# of unduplicated individuals provided case management at the Life Center.		0
Contractor will maintain an agency-wide return to homelessness rate of less than 5%.	Agency-Wide Return to Homelessness Rate (from COC Exit Performance Data Dashboard) 6/30/23-6/30/24		

Name of Person Preparing Report: Date:

(type/print) (type/print)

Title: Signature:

Exhibit E
FEDERAL PROVISIONS

Section 1. Financial Requirements/Audits/Reporting

a. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502.

b. Contractor shall be accountable to City for all funds requested by and disbursed to Contractor under this Agreement.

c. Contractor shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by City. Such records shall be maintained by qualified personnel and completed in a timely manner.

d. Contractor shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine, and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.

e. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements.

f. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.

g. Contractor shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue, or monies.

h. Authorized representatives of City shall perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.

i. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.

j. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.

Section 2. Budget

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director of Housing & Community Services, or designee, as per 2 CFR 200.308 - Revision of Budget and Program Plans - prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total compensation under Section 2.

Section 3. Subcontracts

a. Any subcontract funded under this Agreement shall be submitted to the Director of Housing & Community Services, or designee, for review and approval prior to its execution.

b. In the event Contractor is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.

c. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Section 4. Conflict of Interest

a. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, Contractor, officer, or elected or appointed official of Contractor or a Program sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

b. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.

c. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD. Contractor shall be responsible for obtaining compliance with this provision.

d. Individuals associated with the Contractor's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.

e. Contractor shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

f. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.

   i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

   ii. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.

   iii. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

   iv. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

Section 5. Religious Activity Prohibited

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 CFR § 570.200U.

Section 6. Program Monitoring and Evaluation

a. Purpose

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement, Community Development Block Grant regulations incorporated herein and the effective and efficient achievement of Program objectives.

Contractor shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.

Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in Exhibit D The quarterly reports shall be submitted to City by October 10, January 10, April 10, and July 10, as more fully set forth in Exhibit D The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31st. The cumulative report shall also include the following information:

i. The number of clients with new or continuing access to the service or benefit provided;
ii. The number of clients with improved access to the service or benefit provided; and
iii. The number of clients that receive the service or benefit that is no longer substandard.

b. Responsibilities of City

City shall monitor and evaluate the Program.

c. Responsibilities of Contractor

Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in Community Development Block Grant regulations (24 CFR § 570).

Section 7. Fair Housing and Equal Opportunities Certifications

a. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR § 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b. Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. §§ 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. Contractor shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c. Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR § 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Contractor will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

f. Executive Order 13166 Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CRF 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

i. The number or proportion of LEP persons eligible to be served or likely to be applying for program services;
ii. The frequency with which LEP persons utilize these programs and services;
iii. The nature and importance of the program, activity, or service provided; and
iv. The benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP Policy.

g. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally assisted and conducted programs and activities. In performance of this Agreement, Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. §§ 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

h. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

i. Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

Section 8. Drug Free Workplace

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is

prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

Section 9. Remedies for Noncompliance

a. If Contractor materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances, and as per 2 CFR 200.338-200.342 - Remedies for Noncompliance:

    i. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
    ii. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);
    iii. Wholly or partly suspend or terminate the current award for Contractor's Program;
    iv. Withhold further awards for the Program; or
    v. Take other remedies that may be legally available.

b. Hearings, Appeals: In taking an enforcement action, City will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

c. Effects of suspension and termination: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

    i. The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
    ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

d. Relationship to debarment and suspension: The enforcement remedies identified in this section, including suspension and termination, do not preclude Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

Section 10. Laws, Regulations, Fees, Taxes

a. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, and City from time to time prescribe.

b. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 et seq.) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Contractor shall pay all fees and taxes as required by law.