

AGREEMENT

THIS AGREEMENT, dated as of July 30, 2015, is by and between the CITY OF SUNNYVALE, a municipal corporation (hereinafter CITY), and Sunnyvale Community Services, a non-profit public benefit corporation, (hereinafter GRANTEE).

WITNESSETH

WHEREAS, the CITY's Housing Division serves as the administrative agent of the Sunnyvale Housing Successor Agency (SHSA), which is the successor to the housing-related funds and duties of the former Sunnyvale Redevelopment Agency (RDA), pursuant to Resolution 516-12 of the Sunnyvale City Council; and

WHEREAS, the first increment of former RDA housing set-aside funds was deposited into the Low-Moderate Income Housing Asset Fund (LMH Fund) of the SHSA (CITY) in January 2015; and

WHEREAS, recently enacted state law (SB 341 of 2013) allows the CITY to allocate up to \$250,000 in LMH Funds annually for Homelessness Prevention and Rapid Re-Housing (HPRR) programs that comply with SB 341 and related state laws that govern the use of LMH Funds following the state-wide dissolution of redevelopment agencies; and

WHEREAS, the CITY Council appropriated \$250,000 in LMH Funds for an HPRR Program on June 23, 2015 with its approval of the FY 2015-16 Budget; and

WHEREAS, in March of 2015, the CITY issued a request for proposals inviting qualified entities to submit proposals for providing HPRR services to the Sunnyvale community, using up to \$250,000 in LHM Funds; and

WHEREAS, GRANTEE was the sole proposer to submit a proposal to provide HPRR services, and GRANTEE'S proposal was considered and recommended for approval by CITY staff and by the Sunnyvale Housing and Human Services Commission (HHSC) at its meeting on April 22, 2015, and by the CITY Council at its regular meeting on July 28, 2015; and

WHEREAS, upon execution of this Agreement by duly authorized representatives of GRANTEE and CITY, GRANTEE shall be awarded a grant of LMH Funds in the amount of \$250,000 for the purpose of implementing a HPRR Program, consisting of the provision of homelessness prevention and rapid re-housing services to eligible Sunnyvale households that are currently homeless or are at imminent risk of homelessness and would become homeless but for the HPRR assistance (hereinafter PROGRAM). The PROGRAM shall operate from GRANTEE's facilities located at 725 Kifer Road in Sunnyvale and/or at the offices of any subcontractors to GRANTEE named in GRANTEE's scope of services, provided as Exhibit A to this Agreement, which offices shall be within Sunnyvale or at locations convenient to Sunnyvale clients.

NOW, THEREFORE, GRANTEE AND CITY (THE PARTIES) agree to comply with the requirements set forth herein and in the following documents attached hereto and incorporated herein by reference:

- 1) **Exhibit "A"** – Scope of Services and Standards
- 2) **Exhibit "B"** – Program Budget
- 3) **Exhibit "C"** – Method of Payment and Reporting
- 4) **Exhibit "D"** – Standard Provisions
- 5) **Exhibit "E"** – Core Components of Rapid Re-Housing

I. PROGRAM COORDINATION

- A. Housing Officer or her/his designee shall be the PROGRAM MANAGER for the CITY and shall render overall supervision of the progress and performance of this Agreement by and on behalf of the CITY. All services agreed to by CITY shall be performed under the overall direction of the PROGRAM MANAGER.
- B. GRANTEE shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROGRAM DIRECTOR, GRANTEE shall notify CITY immediately of such occurrence and shall provide contact information for new PROGRAM DIRECTOR. PROGRAM DIRECTOR and GRANTEE staff will fully cooperate with PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on its clients and intended beneficiaries.
- C. All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following address:

CITY: Suzanne Isé, Housing Officer
Sunnyvale Housing Division
P. O. Box 3707
Sunnyvale, CA 94088-3707

GRANTEE: Marie Bernard, Executive Director
Sunnyvale Community Services
725 Kifer Road,
Sunnyvale, CA 94086

AGREEMENT #1516-901125
Fund 70-400: \$250,000

This Agreement shall take effect upon execution, and shall remain in effect until awarded LMF Funds are fully expended or until June 30, 2017, whichever occurs first. The term of this Agreement and the provisions herein may be extended by mutual written agreement of the PARTIES for an additional of up to six months beyond June 30, 2017, if needed for Grantee to fully expend the LMH Funds provided by this Agreement. For purposes of identification, this Agreement shall be numbered 1516-901125.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement in duplicate:

APPROVED AS TO FORM:

"CITY"

Robert Boco
Senior Assistant City Attorney

BY: _____
Deanna J. Santana
City Manager

ATTEST:

"GRANTEE"

City Clerk

BY: _____
Marie Bernard
SCS Executive Director

EXHIBIT "A"

SCOPE OF SERVICES AND STANDARDS

I. SCOPE OF SERVICES

GRANTEE will use LMH Funds to provide the following services:

Homelessness Prevention (HP)

Provide case management, financial education, tenant education, and/or credit counseling services, and/or short-term rental assistance to at least twenty-four (24) Sunnyvale households at imminent risk of homelessness, as evidenced by a lease termination notice, eviction notice, and/or other credible documentation as deemed sufficient by Grantee, and which households would become homeless if not for the Program assistance. Short-term rental assistance may be provided for periods ranging in length from one to twelve months, as determined necessary for each household by Grantee, in Grantee's sole discretion, to prevent household from becoming homeless. Average term of rental assistance provided to all households assisted through this HPRR program, averaged over a one-year period, shall not exceed an average term of six months per household.

Rapid Re-housing (RR)

Provide housing search assistance, case management, financial education, tenant education, credit counseling, and/or short-term rental assistance (for a term of up to 12 months as described above, not to exceed an average term of six months across all Program clients), as well as move-in assistance as deemed necessary by Grantee (which may include payment of required security and/or utility deposits, credit checks, and/or housing unit application fees) to at least 24 Sunnyvale households that are literally homeless at time of Program intake.

II. PROGRAM OBJECTIVES AND PERFORMANCE INDICATORS

- A. GRANTEE shall assist households that are homeless or at imminent risk of homelessness through the Program to move into appropriate housing or to retain their current housing, and shall endeavor to meet the benchmarks and Annual Goals provided below. In the event the Annual Goals are not met during the first year of Program operation, GRANTEE may continue to implement Program until Goal is met and HPRR funds have been fully utilized, or until end of Agreement Term, as provided on Page 3 of the Agreement, whichever occurs first. GRANTEE shall endeavor to serve a roughly equal number of households through each type of assistance (HP and RR) by the end of the year, as shown below.

Performance Indicators	Quarterly Benchmarks				Annual Goal
	Q1	Q2	Q3	Q4	
HP: Number of households that retained housing for at least two months from intake as a result of HP assistance.	3	7	7	7	24
RR: Number of homeless households re-housed with RR assistance.	3	7	7	7	24

III. DOCUMENTATION OF PERFORMANCE STANDARDS

GRANTEE will maintain documentation of performance indicators on file for inspection by PROGRAM MANAGER, with an audit trail from source documents to worksheets to reports.

IV. OTHER SERVICES AND REQUIREMENTS

The proposal which was submitted to GRANTEE as an application to fund this PROGRAM is herein incorporated by reference, except as modified by specific provisions of this Agreement.

V. POLICIES AND OPERATING PRINCIPLES

GRANTEE shall be guided by the policies and operating principles set forth in the CITY's Relationships with Outside Groups Policy, the requirements and best practices for HPRR programs as set forth in the Request for Proposals for HPRR Services issued by the Housing Division in March 2015, and in Exhibit E, attached hereto, and in relevant State law (SB 341 of 2013).

EXHIBIT "B"

PROGRAM BUDGET

I. BUDGET

- A. Reimbursement to GRANTEE shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000) during the Term of this Agreement.
- B. Reimbursement to GRANTEE will be made for the direct expense(s) listed in the budget below, as incurred in order to provide the services described in Exhibit A.

Cost Category	Budget
1. Grant Administration / Fiscal Tasks	\$10,000
2. Program Delivery (Staffing Expenses)	\$69,500
3. Direct Financial Assistance (Subtotal)	\$148,500
<i>Monthly Rent Assistance</i>	<i>\$103,950</i>
<i>Security Deposits</i>	<i>\$23,760</i>
<i>Utility Deposits/Assistance</i>	<i>\$10,395</i>
<i>Misc. Moving Costs (Credit Check / Unit Application Fees, Moving Truck, etc.)</i>	<i>\$10,395</i>
4. Financial Education, Credit Counseling, Tenant Education Services <i>(Subcontract with Project Sentinel and/or United Way)</i>	\$22,000
Total	\$250,000

Note: GRANTEE may shift funds between major cost categories if needed, not to exceed changes of more than 10% in the budget for any single category. Adjustments of more than 10% to any category shall not be made without prior written approval of CITY's Program Manager.

EXHIBIT "C"

METHOD OF PAYMENT AND REPORTING

I. METHOD OF PAYMENT

- A. GRANTEE shall be reimbursed based on their actual costs to provide the specified services during the payment period, not to exceed \$250,000.
- B. "Payment Period" is the *quarter* for which a payment is made.
- C. Payment for Substantial Compliance with Program Objectives - Payments to GRANTEE will be made within 30 days of receipt of GRANTEE's Payment Request, with sufficient documentation of services provided and expenses incurred. Expenses should be proportional to the amount of services provided and goals met. GRANTEE shall submit Payment Request within fifteen (15) days of the end of Payment Period. Total reimbursement under this Agreement shall not exceed actual allowable documented expenses; if it is determined that the payment requested exceeds the actual expenses in a payment period, or that the costs submitted for reimbursement have already been paid by another funder; the payment will be reduced accordingly.

II. REPORTING

GRANTEE agrees to provide written reports to the CITY which describe PROGRAM performance and expenses incurred in sufficient detail for CITY to verify compliance with this Agreement. Such reports shall be provided to CITY within fifteen (15) days of the end of each quarter. Such reports must include the following information:

- A. A narrative description of the services which have been provided to date for the performance year, related to the performance indicators set forth in this Agreement. Also report **unduplicated** number of households served during each quarter.
- B. A numerical comparison of actual-to-planned performance achieved, listing the performance indicators in Exhibit A, Section II.
- C. Identification of performance indicators which are not being achieved, with a written explanation of why performance is below plan, and timetable for corrective action. If implementation of corrective action requires a substantial change in contract requirements, a modification must be requested.
- D. Identification of any operational difficulties which may affect the present or future performance of the contract.
- E. Demographic data describing the client households served by the GRANTEE by income group, age group (i.e. elderly, youth, or adult), female head of household, ethnicity, and household size.

F. All reporting forms are provided by the CITY.

Due Dates for Reports

<u>Period</u>	<u>Date</u>
July - September	October 15, 2015
October - December	January 15, 2016
January - March	April 15, 2016
April - June	July 15, 2016

STANDARD PROVISIONS**I. OBLIGATIONS OF GRANTEE**

GRANTEE shall be responsible for the following:

A. Organization

1. Provide CITY with
 - a) Articles of Incorporation or other organizational documents under the laws of the State of California or under the laws of the state of incorporation if the organization is incorporated.
 - b) A copy of its current bylaws.
 - c) Documentation of nonprofit status under Section 501(c)(3) of the Internal Revenue Code, if applicable.
 - d) Names and addresses of current Board of Directors.
 - e) An updated copy of organization's personnel policies.
2. Report any changes in the Corporation's Articles of Incorporation, bylaws, or tax exempt status promptly to the City's PROGRAM MANAGER.
1. Permit no member of its Board of Directors to become a paid employee or paid agent of GRANTEE, or to receive any funds under this Agreement, or to have any financial interest in this Agreement.
2. Include on its Board of Directors representation from the broadest possible cross-section of the community, including those with expertise and interest in the GRANTEE's services, and representatives from community organizations interested in the GRANTEE's services.
3. Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters, and maintain a written record of all meetings open to the public.

B. Religious Entity

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will not provide religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services

C. Program Operations
GRANTEE shall:

1. Coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.
2. Where applicable, seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources and, in the event of such award, inform CITY within 30 days of the amount and source of such revenues.
3. Include acknowledgment of CITY funding and support on all appropriate publicity and publications, using words to the effect that "services are provided in cooperation with City of Sunnyvale" or "funded in whole or part by City of Sunnyvale."
4. Fully cooperate and communicate with the PROGRAM MANAGER relating to any PROGRAM areas of concern and the impact of PROGRAM on residents of CITY.

D. Fiscal Responsibilities of GRANTEE
GRANTEE shall:

1. Appoint and submit the name of a fiscal agent who shall be responsible for the financial and accounting activities of the GRANTEE, including the receipt and disbursement of program funds.
2. Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting (GAAP) for program funds. Such system of accounts shall be subject to review and approval by CITY for compliance with the applicable requirements for the administration of funds referenced in this Agreement and OMB Circular A-87.
3. Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges.
4. Submit for approval by CITY any lease agreement either contemplated or in effect relating to performance of the project funded under this Agreement.
5. Ensure proper internal control practices are in place. This includes complying with the following standard financial policies and procedures:
 - a) All cash received by CONTRACTOR is counted and verified by a minimum of two people.
 - b) Authorized signatories are established for checks and signature bank cards updated when officers change.
 - c) An invoice from a vendor, or standard reimbursement claim form from an individual, is required in order to process a reimbursement.
 - d) All checks, accompanied by supporting documentation, are signed by the fiscal agent and/or other required signatories. Any check written in an amount less

than \$251 requires one signature. Any check written for \$251 or greater requires two account signatories.

- e) All checks are pre-numbered and accounted for monthly. The fiscal agent shall retain a copy of all written checks with supporting documents. All voided checks must be defaced and retained either on the check stub or with the bank account statement.
 - f) No checks may be written to “cash” or “bearer.” Blank checks may never be signed in advance, and shall be kept in secured storage.
 - g) The executive director’s personal expense checks require two signatures (excluding the executive director) regardless of amount.
6. If the operating budget of the CONTRACTOR is greater than \$500,000, the CONTRACTOR is required to have an independent audit performed. The auditor’s report and financial statements, prepared in accordance with generally accepted auditing standards, must be submitted to the CITY within 150 days of the end of the CONTRACTOR’S fiscal year. Exceptions can be made to this requirement with prior approval from the CITY’S Director of Finance.
 7. If the operating budget of the CONTRACTOR is \$500,000 or less, or if the CONTRACTOR is not required to have an independent audit performed, CONTRACTOR must provide an annual financial report, which includes a profit and loss statement, a cash flow statement, and budget comparisons in an understandable manner. This annual financial report must be signed by the fiscal agent and must be submitted within 90 days of the end of the CONTRACTOR’S fiscal year.

E. Records, Reports, and Audits of GRANTEE

1. Preservation of Records: GRANTEE shall preserve and make available its records pertaining to the operation of this Agreement
 - a) until expiration of three years from the date of final payment pursuant to this Agreement, and
 - b) for such longer period, if any, as is required by applicable law, or,
 - c) if this Agreement is completely or partially terminated, records shall be preserved and made available for a period of four years from the date of any resulting final settlement.
2. Examination of Records, Facilities: At any time during normal business hours, and as often as may be reasonably necessary, GRANTEE agrees that CITY, or its duly authorized representatives, shall have access to and the right to examine its plants, offices, worksites and facilities used in performance of this Agreement and its records with respect to all matters covered by this Agreement, excepting those falling within the attorney-client privilege. GRANTEE also agrees that the CITY or its duly authorized representatives have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data pertaining to this Agreement.

3. Audits:

- a. Independent Audits. GRANTEE shall have an audit program, consisting of performance of an independent fiscal audit covering each two year period at least every two years, in conformance with generally accepted standard accounting principles. Such audits must identify the funds received and disbursed relating to this Agreement. The costs for such audits shall be at GRANTEE's expense, unless otherwise provided for in this Agreement. Copies of the completed audits must be provided to the CITY's PROGRAM MANAGER.
 - b. City Audits. The CITY may perform an independent audit. Such audit may cover programmatic as well as fiscal matters. GRANTEE will be notified in advance that an audit will be conducted. GRANTEE will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the CITY.
4. Disallowed Costs. GRANTEE shall be liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring or other sources. GRANTEE shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs. The CITY's PROGRAM MANAGER in consultation with CITY auditor(s) shall make the determination of disallowed costs.

F. Insurance Requirements

GRANTEE shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the GRANTEE, its agents, representatives, or employees.

Minimum Scope and Limits of Insurance

GRANTEE shall maintain limits no less than:

1. **Commercial General Liability:** \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. ISO Occurrence Form CG 0001 is required.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 is required.
3. **Workers' Compensation** statutory limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** \$1,000,000 per occurrence and \$2,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the CITY of Sunnyvale. The GRANTEE shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

Other Insurance Provisions

The **general liability** policy must contain, or be endorsed to contain, the following provisions:

1. The CITY of Sunnyvale, its officials, employees, agents and volunteers are to be covered as additional insureds with respects to liability arising out of activities performed by or on behalf of the GRANTEE; products and completed operations of the GRANTEE; premises owned, occupied or used by the GRANTEE; or automobiles owned, leased, hired or borrowed by the GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to the CITY of Sunnyvale, its officers, employees, agents or volunteers.
2. For any claims related to this project, the GRANTEE's insurance shall be primary. Any insurance or self-insurance maintained by the CITY of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the GRANTEE's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY of Sunnyvale, its officers, officials, employees, agents or volunteers.
4. The GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY of Sunnyvale.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A: VII, unless otherwise acceptable to the CITY of Sunnyvale.

Verification of Coverage

GRANTEE shall furnish the CITY of Sunnyvale with original Certificates of Insurance and endorsements effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the CITY of Sunnyvale prior to commencement of work.

Surety Bond/Insurance: Employee Dishonesty:

Prior to any CITY disbursement of funds to GRANTEE for any purpose other than for premiums for surety bonds or insurance policies required herein, GRANTEE's fiscal officer shall provide CITY satisfactory proof that all persons handling, on behalf of GRANTEE, funds received from CITY for disbursement under this Agreement are covered by a surety bond or insurance policy issued by a qualified insurer or surety company authorized to do business in California, not less than the amount appropriated by CITY to GRANTEE under this Agreement to assure that GRANTEE uses the funds disbursed to it by CITY for the required purposes. Such bond or insurance policy shall assure reimbursement to GRANTEE for financial losses attributable to the dishonesty of any person handling such funds on behalf of GRANTEE. If such policy or bond is cancelled or reduced for any reason, GRANTEE shall immediately notify CITY. If such

cancellation or reduction shall have occurred, CITY shall not make any further disbursements to GRANTEE until CITY receives satisfactory proof that the coverage initially approved by CITY has been reinstated.

G. Assignability and Independent GRANTEE Requirements

1. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
2. No SUBGRANTEE of GRANTEE will be recognized by CITY as such; rather, all SUBGRANTEES shall be deemed to be employees of GRANTEE and GRANTEE agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

H. Purchasing

1. Title to Personal Property: Title to any personal property acquired for use in the performance of the services and work specified in this Agreement shall be as follows:
 - a) Personal property donated shall become the property of that entity specified by the donor; if not specified, the same shall become the property of CITY except for property and equipment described in subparagraph (b) hereof.
 - b) Personal property and equipment permanently affixed to buildings owned by GRANTEE shall become property of GRANTEE.
2. Non-Expendable Property: Purchase of non-expendable property by GRANTEE with funds provided by CITY, with a purchase price in excess of \$100.00, must be approved in writing by CITY. CITY shall retain title to non-expendable property with a unit cost of \$100.00 or more. CITY, at its option, may revert title to GRANTEE.
3. Purchase of Real Property: None of the funds provided under this Agreement shall be used for the purchase of real property, or for the purchase of an option on the purchase of real property.
4. Competitive Bidding: GRANTEE shall use competitive bidding procedures in conformance with any applicable local, state, or federal laws.

I. Nondiscrimination

GRANTEE shall not discriminate in employment under the PROGRAM, deny any person the benefits of the PROGRAM, exclude any person from participating in the PROGRAM or subject any person to discrimination under any part of the PROGRAM, on the basis of race, color, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, age of a person forty (40) years of age or older, or any other basis as to which discrimination is prohibited by state or federal law. GRANTEE certifies that it is aware of the requirements of the Americans with Disabilities Act and does not discriminate in the provision of its services on the basis of disability.

J. Surveys

GRANTEE will submit forms acceptable to CITY, and either independently or at CITY's request, to clients served through the course of this Agreement. These forms are expressly for the purpose of obtaining client satisfaction information which may at any time be used as part of the CITY's monitoring program.

II. OBLIGATIONS OF CITY

- A. CITY staff shall provide assistance to GRANTEE in explaining CITY imposed procedural or substantive contract requirements. In addition, CITY shall serve as liaison between GRANTEE and interested citizens and groups, including CITY's Housing and Human Services Commission.
- B. *Monitoring and Evaluation*
Evaluation of the PROGRAM performance shall be the responsibility of CITY, through its PROGRAM MANAGER. GRANTEE shall furnish all data, statements, records, information and reports necessary to monitor, review and evaluate the performance of the PROGRAM and its components. CITY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by CITY.
- C. *Payment of Invoices*
Upon submittal of invoices by GRANTEE, CITY agrees to provide payment to the GRANTEE, within 30 days of submittal of invoice, subject to the conditions of other provisions in this Agreement. GRANTEE shall submit invoices on forms provided by CITY.

III. DISCLOSURE OF CONFIDENTIAL INFORMATION

Confidential information pertaining to or acquired from an individual by GRANTEE while performing under this Agreement shall not be disclosed without the permission of that individual unless compelled by order or subpoena of a court or tribunal of competent jurisdiction. Nothing herein shall prevent GRANTEE or CITY from using confidential information to perform statistical analyses or other evaluations related to the performance of this Agreement, provided the identity of the individual who is the subject of the information is not disclosed.

IV. HOLD HARMLESS

GRANTEE shall defend, indemnify, and save CITY, its officers, employees and elected officials, boards and commissions, harmless with respect to any damages arising from:

- A. Any noncompliance by GRANTEE or PROGRAM with such laws, ordinances, codes, regulations and decrees;
- B. Any torts committed by GRANTEE, its agents, employees or officials, in performing any of the work or providing any of the services embraced by this Agreement;
- C. All suits, actions, claims, causes of action, costs, demands, judgments, and liens arising out of GRANTEE's performance under this Agreement, including GRANTEE's failure to comply with or carry out any of the provisions of this Agreement.

V. PROGRAM NON-COMPLIANCE

Upon receipt of evidence of a failure by GRANTEE to comply with any provision of this Agreement, including failure to perform part or all of the scope of services described in Exhibit "A", or failure to comply with any provision of Exhibits "A", "B", "C", "D", and "E", the CITY shall have the right to require corrective action to enforce compliance with such provisions. CITY shall have the right to require the presence of any of GRANTEE's officers at any hearing or meeting called for the purpose of considering corrective action within five (5) days of issuing such notice.

In the event of contract non-compliance, the CITY shall forward GRANTEE a set of recommended specific actions to correct unsatisfactory program performance and a reasonable timetable for implementing the recommendations. Following implementation of corrective actions, GRANTEE shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that corrective actions have been taken.

In the event GRANTEE does not implement satisfactory corrective actions in accordance with the corrective action timetable, CITY may immediately suspend payments hereunder and/or provide notice of intent to terminate this Agreement.

VI. TERMINATION

- A. CITY may suspend or terminate this Agreement for any reason by giving thirty (30) days written notice to the other party. Upon the expiration of such notice period, performance of the services hereunder will be immediately discontinued, and such termination will take effect, if notice thereof is not earlier rescinded in writing by CITY.
- B. Upon suspension or termination of this Agreement by CITY, CITY shall be under no obligation to pay GRANTEE except for services previously performed for which payment had not previously been made.
- C. Upon suspension or termination, GRANTEE shall
 - 1. Be paid for all services actually rendered to CITY to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of GRANTEE, CITY shall be obligated to compensate GRANTEE only for that portion of GRANTEE's services which are determined by CITY to be of benefit to CITY.
 - 2. Turn over to CITY promptly any and all copies of studies, reports and other data, whether or not completed, prepared by GRANTEE or its SUBGRANTEES, if any, in connection with this Agreement. Such materials shall become property of CITY. GRANTEE, however, shall not be liable for CITY's use of incomplete materials nor for CITY's use of complete documents if used for other than the services contemplated by this Agreement.
- D. Unless sooner terminated by the parties, or by CITY pursuant to paragraph VI.A. of this Exhibit "C", this Agreement shall terminate upon completion of the PROGRAM and final payment by CITY to GRANTEE.

VII. TERMS AND AMENDMENTS

If either party shall desire any amendment to this Agreement, it may submit a written request for such amendment to the other party. No amendment to this Agreement shall be effective except upon the mutual written consent of the parties.

VIII. COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

IX. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by GRANTEE hereunder constitute or be construed as a waiver by CITY or GRANTEE of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CITY or GRANTEE, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or GRANTEE with respect to such breach or default.

X. INTEGRATED DOCUMENT

This Agreement embodies the agreement between CITY and GRANTEE and its terms and conditions. No oral agreements or conversations with any officer, agent or employee of CITY shall affect or modify any of the terms contained in the documents comprising this Agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon CITY.

XI. AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and bind, the heirs, successors, executors, administrators, assigns and SUBGRANTEES to both parties.

XII. GENERAL ASSURANCES

The GRANTEE hereby assures and certifies compliance with the regulations, policies, guidelines, and requirements referenced in its application with the CITY, as they relate to the application, acceptance, and use of CITY funds for this program. Also, the GRANTEE assures and certifies to the CITY that:

1. It possesses legal authority to apply for the funding which CITY has appropriated in connection with this Agreement; that a resolution, motion or similar action has been duly adopted or passed as an official act of the GRANTEE's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the GRANTEE to act in connection with that application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of the grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other activities.

Exhibit “E”**Core Components of Rapid Re-Housing**

This document was developed in collaboration with, and endorsed by, the United States Interagency Council on Homelessness (USICH), the Department of Housing and Urban Development (HUD), and the Department of Veterans Affairs (VA).

Rapid re-housing is an intervention designed to help individuals and families to quickly exit homelessness and return to permanent housing. Rapid re-housing assistance is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the unique needs of the household. The core components of a rapid re-housing program are below. While a rapid re-housing program must have all three core components available, it is not required that a single entity provide all three services nor that a household utilize them all.

Housing Identification

- Recruit landlords to provide housing opportunities for individuals and families experiencing homelessness.
- Address potential barriers to landlord participation, such as concern about short-term nature of rental assistance and tenant qualifications.
- Assist households to find and secure appropriate rental housing.

Rent and Move-In Assistance (Financial)

Provide assistance to cover move-in costs, deposits, and the rental and/or utility assistance (typically six months or less) necessary to allow individuals and families to move immediately out of homelessness and to stabilize in permanent housing.

Rapid Re-housing Case Management and Services

- Help individuals and families experiencing homelessness identify and select among various permanent housing options based on their unique needs, preferences, and financial resources.
- Help individuals and families experiencing homelessness address issues that may impede access to housing (such as credit history, arrears, and legal issues).
- Help individuals and families negotiate manageable and appropriate lease agreements with landlords.
- Make appropriate and time-limited services and supports available to families and individuals to allow them to stabilize quickly in permanent housing.
- Monitor participants' housing stability and be available to resolve crises, at a minimum during the time rapid re-housing assistance is provided.
- Provide or assist the household with connections to resources that help them improve their safety and well-being and achieve their long-term goals. This includes providing or ensuring that the household has access to resources related to benefits, employment and community-based services (if needed/appropriate) so that they can sustain rent payments independently when rental assistance ends.
- Ensure that services provided are client-directed, respectful of individuals' right to self-determination, and voluntary. Unless basic, program-related case management is required by statute or regulation, participation in services should not be required to receive rapid re-housing assistance.

Additional best practices and guides are available at:

<http://www.endhomelessness.org/library/entry/rapid-re-housing2>

Resources on homeless prevention and best practices are available at:

<http://www.endhomelessness.org/library/entry/homelessness-prevention-creating-programs-that-work>