1. Request:

Board Approval [x] Information Only/Presentation

Other (specify) Schedule Hearing

Time: _____

2. Requested Action: Type requested action below

1. Approve the Agreement for the 2018 California Emergency Solutions and Housing (CESH) Program between the County of Imperial and United Way for the Homeless Prevention Project, in the amount not to exceed $75,000.

2. Authorize the Chairman of the Board of Supervisors to sign two copies of the agreement.

3. Cost $75,000 Source: CESH/Org Unit 1930000

4. If approval of Contract, reviewed/approved by County Counsel on: 7/14/2020

   By: Layla Sanwari, Deputy County Counsel Action Request # 20-0178

   Assigned by County Counsel's Office

5. If approval of position allocation change, approved by Human Resources on: N/A

   By: N/A

6. Electronic copy submittal date: July 16, 2020 By: Adriana M. Ramirez

Department Head/Agency Representative

INSTRUCTIONS: Back-up must be submitted 11 BUSINESS days prior to requested date. Back-up submitted must contain an Original and 6 copies. Copies must be submitted double sided and three (3) hole punched. Back-up must be submitted in a PDF format to cobstaff@co.imperial.ca.us.
July 28, 2020

Board of Supervisors
County of Imperial
940 West Main Street
El Centro, CA 92243

Dear Board Members;

**Requested Action:**

1. Approve the Agreement for the 2018 California Emergency Solutions and Housing (CESH) Program between the County of Imperial and United Way for the Homeless Prevention Project, in the amount not to exceed $75,000.

2. Authorize the Chairman of the Board of Supervisors to sign two copies of the agreement.

**Background:**

On October 2, 2018, the Imperial County Board of Supervisors approved the County of Imperial to apply for the California Emergency Solutions and Housing (CESH) grant, which provides funding to administrative entities in collaboration with their local Continuum of Care (COC) to assist individuals experiencing or at risk of homelessness. Eligible activities include Housing Relocation and Stabilization Services, Operating Subsidies for Permanent Housing, Flexible Housing Subsidy Funds, Operating Support for Emergency Housing Interventions and Systems Support for Homelessness Services and Planning Development.

On August 13, 2019, the Imperial Valley Continuum of Care Council (IVCCC) and the County of Imperial awarded funding to United Way. The Homeless Prevention Project is a collaborative effort to address homelessness in the region. United Way will collaborate with the Sister Evelyn Mourey Center and Calexico Neighborhood House to assist individuals who are at risk of homelessness by assisting with rent/mortgage and utility payments. The program will enable clients to remain in their residence or transition into more affordable housing. In addition, clients that are in temporary housing conditions will have the ability to transition into permanent housing. The program incorporates a six (6) month follow up to assess housing stability and program goals and objectives.

**Fiscal Impact:**

There is no fiscal impact to the County General Fund. Funding is covered with 2018 CESH State funds from Org Unit 1930000.

Respectfully,

[Signature]
Veronica E. Rodriguez
Director
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM (CESH)
HOMELESS PREVENTION PROJECT
SERVICE PROVIDER AGREEMENT

UNITED WAY OF IMPERIAL COUNTY

This AGREEMENT, made and entered into this _________ day of ____________, 2020, by and between the COUNTY OF IMPERIAL ("COUNTY"), a political subdivision of the State of California, through its Department of Social Services ("DSS") in its capacity as the Administrative Entity for the Imperial Valley Continuum of Care Council ("IVCCC"), and UNITED WAY OF IMPERIAL COUNTY, ("SERVICE PROVIDER"), an active domestic nonprofit licensed to do business in the State of California; (individually, "Party;" collectively, "Parties"), shall be as follows:

RECITALS

WHEREAS, Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). The general purpose of the Program is to provide grant funding to address the immediate emergency needs of homeless individuals who are experiencing or at risk of homelessness; and

WHEREAS, on July 17, 2019, the IVCCC, through its collaborative applicant, COUNTY, was awarded a CESH grant for use in the Imperial Valley region (as described in Standard Agreement No. 18-CESH-12462, the terms of which are attached hereto and incorporated herein as Exhibit A); and

WHEREAS, Per Program requirements, Program grant funds must be contractually obligated and all work shall be completed ______ no later than March 31, 2024; and

WHEREAS, COUNTY desires to engage SERVICE PROVIDER to provide the services on the terms and in the manner described herein due to SERVICE PROVIDER’s qualifications and experience for providing such services and this AGREEMENT specifies the responsibilities between the Parties in providing services under the Program.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties have and hereby agree to the following:
1. RELATIONSHIP OF PARTIES.

It is expressly understood that in all situations and circumstances arising out of the terms and conditions of this AGREEMENT, no agency, employee, partnership, joint venture or other relationship is established. The Parties shall not have any authority, express or implied, to act on behalf of, bind, or obligate the other Party in any way without prior written consent.

2. DEFINITIONS.

2.1. "Request for Proposal" or "RFP" shall mean that document that describes the purpose and Program requirements to prospective applicants entitled, "Imperial County Department of Social Services Request for Proposals for projects supporting the Imperial Valley Continuum of Care through administration of 2018 CESH funds available through the California Department of Housing and Community Development," dated September 24, 2019. The RFP is attached hereto as Exhibit B and incorporated herein by this reference.

2.2. "Proposal" shall mean SERVICE PROVIDER's document entitled, "2018 CESH Project Application," dated October 8, 2018 and submitted to DSS. The Proposal is attached hereto as Exhibit C and incorporated herein this by reference.

3. TERM.

3.1 This AGREEMENT shall terminate no later than March 31, 2024.

3.2 The Parties agree that time is of the essence as it relates to the terms and conditions of this AGREEMENT as indicated in Exhibit A.

4. CONTRACT COORDINATION.

4.1. The Imperial County Department of Social Services Director, or his/her designee, shall be the representative of COUNTY for all purposes under this Agreement. The Director, or his/her designee, is hereby designated as the Contract Manager for COUNTY and shall supervise the progress and execution of this Agreement.

4.2. SERVICE PROVIDER shall assign a single Contract Manager to 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 Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and
approval of COUNTY’s Contract Manager.

5. DESCRIPTION OF WORK.

SERVICE PROVIDER shall provide all materials and labor to perform this Agreement consistent with the State of California Standard Agreement (No. 18-CESH-12462), the RFP, and the Proposal, as set forth in Exhibits A, B, and C, respectively. In the event of a conflict amongst this AGREEMENT, the Standard Agreement, the RFP, and the Proposal, the RFP shall take precedence over the Proposal, this Agreement shall take precedence over the RFP and Proposal, and the Standard Agreement shall take precedence over all.

6. RESPONSIBILITIES OF PARTIES.

6.1 COUNTY shall fund the Program as budgeted from its 2018 CESH State of California allocations.

6.2 The Parties shall administer all funds and projects in accordance with Standard Agreement No. 18-CESH-12462 between the State of California and COUNTY (attached as Exhibit A), and any applicable State requirements governing the use of CESH funds.

6.3 The Parties agree to include all terms of Standard Agreement No. 18-CESH-12462 in each subcontract.

6.4 The Parties shall ensure compliance with all ordinances, regulations, statutes, and applicable laws to the services provided under this AGREEMENT.

7. RESPONSIBILITIES OF SERVICE PROVIDER.

7.1 SERVICE PROVIDER shall:

7.1.1. Procure all permits and licenses, pay all charges and fees, and give all notices that may be necessary and incidental to the due and lawful prosecution of the services to be performed by SERVICE PROVIDER under this AGREEMENT;

7.1.2. Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this AGREEMENT;

7.1.3. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders and decrees mentioned
above; and

7.1.4. Immediately report to COUNTY’s Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this AGREEMENT.

7.2 SERVICE PROVIDER will also provide client linkages to other sources of support.

SERVICE PROVIDER will keep records and reports established to carry out the program in an effective and efficient manner. These records and reports must include racial and ethnic data on participants for program monitoring and evaluation.

7.3 SERVICE PROVIDER must comply with the regulations applicable to the CESH program as set forth in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105. In the event that any federal or state laws or regulations, including without limitation regulations by the State of California add, delete, modify, or otherwise change any statutory or regulatory requirements concerning the use or administration of these funds, CESH Program participants shall comply with such requirements, as amended.

7.4 SERVICE PROVIDER must participate in the Continuum of Care Coordinated Entry System. The Coordinated Entry System (CES) is a part of the Imperial County Continuum of Care’s cohesive and integrated housing crisis response system with our existing programs, bringing them together into a “no-wrong-door” system. The CES is designed to coordinate program participant intake, assessment, and provision of referrals.

7.5 SERVICE PROVIDER shall operate and provide eligible activities in a manner consistent with Housing First practices, described in California Code of Regulations, title 25, section 8409, subdivision (b)(1)-(6).

7.6 SERVICE PROVIDER agrees to participate in the Homeless Management Information System (HMIS).

7.7 Participation is defined by HMIS training attendance, complying with Imperial County HMIS security policies and procedures, and entering required client data on a regular and
timely basis.

7.8 COUNTY retains the rights to the HMIS and case management software application used in the operations of this property. COUNTY will grant SERVICE PROVIDER access to use the HMIS software for the term of this Agreement.

7.9 SERVICE PROVIDER shall ensure that employees using HMIS for client intake capture all required data fields, as set forth in the Imperial Valley Continuum of Care HMIS Policies and Procedures Manual.

7.10 SERVICE PROVIDER must maintain a valid HMIS End User Agreement on file with COUNTY.

7.11 SERVICE PROVIDER shall be an active member of the Imperial Valley Continuum of Care Council and participant in the annual Homeless Point in Time Count.

7.12 COUNTY shall assign staff to serve as liaison and program coordinator between COUNTY and SERVICE PROVIDER. This staff will provide the SERVICE PROVIDER programmatic consultation and advise SERVICE PROVIDER of all-pertinent existing guidelines and regulations. Additionally, the staff will provide or arrange for consultation and technical assistance to SERVICE PROVIDER as needed.

8. REPRESENTATIONS BY SERVICE PROVIDER.

8.1. SERVICE PROVIDER has represented itself to be an expert in these fields and understands that COUNTY is relying upon such representation.

8.2. SERVICE PROVIDER represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this AGREEMENT.

8.3. SERVICE PROVIDER shall not commence any work under this AGREEMENT or provide any other services, or materials, in connection therewith until SERVICE PROVIDER has received written authorization from COUNTY’s Contract Manager.

8.4. SERVICE PROVIDER represents and warrants that the people executing this AGREEMENT on behalf of SERVICE PROVIDER have the authority of SERVICE PROVIDER to sign this AGREEMENT and bind SERVICE PROVIDER to the
performance of all duties and obligations assumed by SERVICE PROVIDER herein.

8.5. SERVICE PROVIDER represents and warrants that any employee, SERVICE PROVIDER and/or agent who will be performing any of the duties and obligations of SERVICE PROVIDER herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

8.6. SERVICE PROVIDER represents and warrants that the allegations contained in the Proposal are true and correct.

8.7. Prior to accepting any work under this AGREEMENT, SERVICE PROVIDER shall perform a due diligence review of its files and advise COUNTY of any conflict or potential conflict SERVICE PROVIDER may have with respect to the work requested.

8.8. SERVICE PROVIDER understands and agrees that in the course of performance of this AGREEMENT, SERVICE PROVIDER may be provided with information or data considered by the owner or the COUNTY to be confidential. COUNTY shall clearly identify such information and/or data as confidential. SERVICE PROVIDER shall take all necessary steps necessary to maintain such confidentiality including but not limited to restricting the dissemination of all material received to those required to have such data in order for SERVICE PROVIDER to perform under this AGREEMENT.

8.9. SERVICE PROVIDER understands that COUNTY considers the representations made herein to be material and would not enter into this AGREEMENT with SERVICE PROVIDER if such representations were not made.

9. COMPENSATION.

9.1. The total compensation payable for the services required to be performed under this AGREEMENT shall not exceed Seventy Five Thousand Dollars ($75,000), as set forth in Exhibit C.

9.2. Any grant funds not expended by the dates aforementioned shall be forfeited to the COUNTY.

9.3. The budgeted amounts to fund the Program are contingent upon the COUNTY receiving sufficient 2018 CESH appropriations. The COUNTY may, at its discretion, adjust the
amounts to be funded for the Program accordingly.

9.4. COUNTY has the authority to withhold funds under this AGREEMENT pending a final determination by COUNTY of questioned expenditures or indebtedness to COUNTY arising from past or present agreements between COUNTY and SERVICE PROVIDER. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

9.5. Payments to SERVICE PROVIDER may be withheld by COUNTY if SERVICE PROVIDER fails to comply with the provisions of this AGREEMENT.

9.6. Except as provided under Paragraphs 9.1, COUNTY shall not be responsible to pay SERVICE PROVIDER any compensation, out of pocket expenses, fees, reimbursement of expenses or other remuneration.

10. METHOD OF PAYMENT.

10.1 Upon approval by COUNTY, SERVICE PROVIDER shall receive forty percent (40%) of the total Program funds upfront. The SERVICE PROVIDER will provide the COUNTY with itemized monthly invoice(s) showing that at least eighty percent (80%) of the initially provided upfront costs have been expended prior to requesting additional upfront monies.

10.2 SERVICE PROVIDER shall receive a second forty percent (40%) of the total Program funds upfront upon the submission of the invoice(s) described in section 10.1. The SERVICE PROVIDER will provide the COUNTY with itemized monthly invoice(s) showing at least eighty percent (80%) of the upfront costs have been expended prior to requesting additional upfront monies.

10.3 SERVICE PROVIDER shall receive the last twenty percent (20%) of the total Program funds upon the submission of the invoice(s) described in section 10.2.

10.4 If no additional upfront costs are requested the SERVICE PROVIDER shall be reimbursed by COUNTY, for an amount not to exceed the contract award.
10.5 SERVICE PROVIDER shall, at any time prior to the fifteenth (15th) day of any month, submit a monthly itemized invoice to the COUNTY. The invoice will include a description of services rendered and costs and constitutes the written claim for compensation.

10.6 SERVICE PROVIDER shall be reimbursed by COUNTY, for an amount not to exceed contract award.

10.7 SERVICE PROVIDER shall submit claim in accordance with the guidelines in the CESH Program.

10.8 Each claiming period shall consist of a calendar month claiming period.

10.9 SERVICE PROVIDER shall ensure that funds provided under this Agreement are not used to pay developer’s fees, to establish working capital, or operate deficit funds.

10.10 An expenditure which is not authorized by the Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to COUNTY by SERVICE PROVIDER.

10.11 The invoice shall be in a format approved by COUNTY. No payment shall be made by COUNTY prior to the claims being approved in writing by COUNTY’s Contract Manager or his/her designee.

10.12 Statements should be paid within thirty (30) days of COUNTY’s receipt, review, and approval of the same.

11. **TIME FOR COMPLETION OF THE WORK.**

The Parties agree that time is of the essence in the performance of this Agreement. One hundred percent of funds allocated to SERVICE PROVIDER must be expended and invoiced by March 31, 2024.

12. **FAIR EMPLOYMENT PRACTICES.**

12.1. During the performance of this Agreement, SERVICE PROVIDER and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over forty (40), marital status and denial of family care leave. SERVICE
12.2. SERVICE PROVIDER and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

12.3. SERVICE PROVIDER and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285 et seq.).

12.4. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12.5. The applicable regulations of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12.6. SERVICE PROVIDER and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

12.7. SERVICE PROVIDER shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

13. INDEMNIFICATION.

SERVICE PROVIDER agrees to indemnify, defend, and hold harmless COUNTY, its agents, officers, and employees from and against any and all claims, actions, demands, liabilities, damages, losses, and expenses of whatever kind, which are in any manner in whole or in part, or which are caused or contributed to in whole or in part, by any willful misconduct or negligence, whether active or passive, of SERVICE PROVIDER, or anyone acting under its direction in
connection with or incident with the services provided hereunder, unless the same be caused by
the sole or concurrent negligence or willful misconduct of COUNTY.

14. ASSIGNMENT.

14.1 Neither this AGREEMENT nor any rights, duties, or obligations hereunder shall be
assignable by either Party without the prior written consent of the other.

14.2 A Party may demand such assurances, including financial assurances, modification of this
AGREEMENT, or such other requirements as the Party in its sole discretion deems
advisable, as a condition to granting its consent to any assignee hereunder. Nothing herein
shall be construed as requiring a Party to grant such approval if that Party, in its sole
opinion, deems such grant of consent to be not in its best interests.

14.3 Consent by a Party to an assignment or subcontract shall not release the other Party from
its primary liability under this AGREEMENT, and a Party’s consent to one assignment or
subcontract shall not be deemed a consent to other assignments and/or subcontracts.

15. INSURANCE REQUIREMENTS.

15.1 SERVICE PROVIDER hereby agrees at its sole cost and expense, to obtain and
maintain in full force during the entire term of this AGREEMENT the following types
of insurance:

(a) Commercial General Liability coverage in the minimum amount of one million
dollars ($1,000,000) combined single limit to any one person ("CSL") and two
million dollars ($2,000,000) aggregate for any one accident, including personal
injury, death, and property damage.

(b) Automobile Liability coverage in a minimum amount of one hundred thousand
($100,000) and three hundred thousand ($300,000) aggregate for bodily injury and
property damage including owned, non-owned, and hired vehicles.

(c) To the extent required by law, Workers’ Compensation coverage, in full
compliance with California statutory requirements, for all employees of SERVICE
PROVIDER and Employer’s Liability in the minimum amount of one million
dollars ($1,000,000).
(d) Wrongful Act insurance in a minimum amount of one million dollars ($1,000,000) per occurrence.

15.2 Special Insurance Requirements. All insurance required under Paragraph 15.1 shall:

(a) Be procured from an insurer authorized to do business in California.

(b) Be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be in excess of SERVICE PROVIDER’s insurance coverage and shall not contribute to it.

(c) Name COUNTY as an additional insured on all policies and provide that COUNTY may recover for any loss suffered by COUNTY by reason of SERVICE PROVIDER’s negligence.

(d) Not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the COUNTY. However, SERVICE PROVIDER may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of the COUNTY shall, at the option of the COUNTY, be grounds for termination of this AGREEMENT.

15.3 Additional Insurance Requirements.

(a) COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

(b) Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this AGREEMENT, the SERVICE PROVIDER shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

(c) SERVICE PROVIDER agrees to provide COUNTY with the following insurance documents on or before the effective date of this AGREEMENT:
1. Complete copies of certificates of insurance for all required coverages including Additional Insured Endorsements and thirty (30) days Notice of Cancellation Clause endorsements shall be attached hereto as Exhibit D and incorporated herein.

2. The documents enumerated in Paragraph 15.1 shall be sent to the following:

(i) County of Imperial
    Risk Management Department
    Re: DSS CESH Program
    940 Main Street, Ste. 101
    El Centro, CA 92243

and

(ii) Imperial County Dept. of Social Services
    Re: CESH Program
    2995 S. Fourth Street, Suite 105
    El Centro, CA 92243

(d) Nothing in this, or any other provision of this AGREEMENT, shall be construed to preclude the SERVICE PROVIDER from obtaining and maintaining any additional insurance policies beyond those required under this AGREEMENT.

(e) The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

1. Includes contractual liability.

2. Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured.

3. Does not contain an “excess only” clause which requires the exhaustion of other insurance prior to providing coverage.

4. Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance.

5. Includes COUNTY as an additional insured.
6. States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

16. **BINDING.**

This AGREEMENT shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

17. **AMENDMENTS.**

No modification, waiver, amendment, discharge, or change of this AGREEMENT shall be valid unless the same is in writing and signed by both Parties.

18. **WAIVER.**

No waiver of any breach or of any of the covenants or conditions of this AGREEMENT shall be construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the same or any other covenant or condition.

19. **INSPECTION AND MONITORING.**

19.1 SERVICE PROVIDER shall furnish COUNTY with every reasonable opportunity for COUNTY to ascertain that the services of SERVICE PROVIDER are being performed in accordance with the requirements and intentions of this AGREEMENT. All work done and materials furnished, if any, shall be subject to COUNTY's Contract Manager's inspection and approval. The inspection of such work shall not relieve SERVICE PROVIDER of any of its obligations to fulfill its AGREEMENT as prescribed. SERVICE PROVIDER shall also permit monitoring and auditing by the U.S. Department of Housing and Urban Development, the California Department of Housing and Community Development and/or a similar agency, if applicable.

19.2 An onsite monitoring visit of the homeless service provider shall occur whenever deemed necessary by COUNTY, but at least once during the grant period.

19.3 COUNTY will monitor the performance of SERVICE PROVIDER based on a risk assessment and according to the terms of this AGREEMENT.

19.4 COUNTY will monitor SERVICE PROVIDER and funded project based on the performance measures used by the State of California for the CESH Program. In the event
that project-level or system-wide performance consistently remains in the lowest quartile compared to all participant Service Areas in the Continuum of Care allocation, COUNTY will work collaboratively with SERVICE PROVIDER to develop performance improvement plans which will be incorporated into this AGREEMENT and other agreements required under 25 CCR Section 8403.

19.5 If it is determined that a SERVICE PROVIDER falsified any certification, application information, financial, or contract report, SERVICE PROVIDER shall be required to reimburse the full amount of the CESH award to COUNTY, and may be prohibited from any further participation in the CESH program. COUNTY may impose any other actions permitted under 24 CFR 576.501 (c).

19.6 Service Provider shall retain all books and records for a period of five (5) years after the end of the term of this agreement.

20. **TERMINATION OF AGREEMENT.**

20.1 Either of the Parties may terminate this AGREEMENT without cause by giving the other Party written notice at least seven (7) days prior to the date of termination. Each Party shall fully pay and discharge all obligations in favor of the other occurring prior to the date of such termination. After termination, neither Party shall have any further obligation to the other as a result of this AGREEMENT.

20.2 **Funding Authorization**

(a) This AGREEMENT is valid and enforceable subject to sufficient 2018 CESH funds being made available to the COUNTY for the period of time covered by this AGREEMENT and subject to authorization and appropriation of sufficient 2018 CESH funds pursuant to the State’s Budget Act.

(b) In the event the United States Government and/or the State government do not authorize and appropriate sufficient funds for the State to allocate amounts to the COUNTY pursuant to the payment provisions of the AGREEMENT, it is mutually agreed that:
1. The AGREEMENT shall be amended to reflect any reduction in the payment provisions and the performance provisions.

2. To the extent there is insufficient money for the contract to be considered valid and enforceable pursuant to subdivision 20.2(a), the AGREEMENT will end immediately.

20.3 Failure of SERVICE PROVIDER to comply with all conditions of this AGREEMENT including any applicable conditions contained within Exhibit A, such as the special conditions found in Section 13 on page 7, may result in termination of this AGREEMENT.

20.4 Early Termination and Transition.

If SERVICE PROVIDER is awarded a grant and the AGREEMENT is terminated for any reason, during the transition close-out period, SERVICE PROVIDER agrees to all of the following conditions:

a. Continue delivering services in all geographic areas currently served in the Imperial Valley region until notified otherwise.

b. Assist the County in the orderly transition and transfer of all collaborations and committees and the subsequent Contractor(s).

c. Provide, in a timely manner, all file and information deemed necessary by the County for use in subsequent contracting activities without additional cost to County or the new Contractor(s), upon termination or expiration of this AGREEMENT for any reason.

d. Cooperate with County during a transition close-out period to ensure orderly and seamless delivery of services to residents of the Imperial Valley region.

21. DEBARMENT AND SUSPENSION CERTIFICATION.

21.1 SERVICE PROVIDER understands that if it is a subrecipient of federal funds under this Program, it must be in good standing with the federal government (see Executive Order 12549 and CDSS CFL No. 16/17-75).
21.2 SERVICE PROVIDER represents and warrants that neither it, nor its principals, employees, recipients, grantees, subcontractors, affiliates, and/or agents, are debarred or suspended from participation in any federal or state financial assistance Programs (as defined by 42. U.S.C. 1320a-7b(f)), by any federal or state department or agency, including but not limited to Medicare or Medi-Cal, and are not listed on the federal Excluded Parties Listing System prior to the issuance from COUNTY of any federal funds.

21.3 SERVICE PROVIDER shall immediately notice COUNTY if the aforementioned assurances or representations are no longer true during the term of this AGREEMENT or while payment from COUNTY remains outstanding. In no event shall SERVICE PROVIDER’s notice to COUNTY exceed fourteen (14) calendar days from the date of notice of any or proposed debarment, suspension, exclusion, or ineligibility. SERVICE PROVIDER shall defend, indemnify, and hold COUNTY harmless for any loss or damage resulting from SERVICE PROVIDER’s suspension, debarment, exclusion, or ineligibility.

21.4 By initialing here, SERVICE PROVIDER certifies that to the best of its knowledge and belief, the assurances and representations contained within Paragraph 21 are true and correct and that SERVICE PROVIDER, its principals or affiliates or any subgrantee utilized under this AGREEMENT, are not debarred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, nor voluntarily excluded from participation in covered transactions by any federal department or agency. SERVICE PROVIDER also certifies that it or any of its subcontractors are not listed on the federal Excluded Parties Listing System (http://www.sam.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

Initials: [Signature]

22. INTEREST OF SERVICE PROVIDER.

22.1. SERVICE PROVIDER covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner
or degree with the performance of the services hereunder.

22.2. SERVICE PROVIDER covenants that, in the performance of this Agreement, no sub-
grantee or person having such an interest shall be employed.

22.3. SERVICE PROVIDER certifies that no one who has or will have any financial interest
under this AGREEMENT is an officer or employee of COUNTY.

23. NOTICES AND COMMUNICATIONS.
Any notice by either Party to the other shall be personally delivered to the Party or sent by certified
mail, return receipt requested, to the addresses set forth below, or to such other addresses as a
Party may from time to time notify the other in writing.

FOR COUNTY OF IMPERIAL:

DEPARTMENT OF SOCIAL SERVICES
Attn: Director
Imperial County Department of Social Services
2995 S. Fourth Street, Suite 105
El Centro, CA 92243

CLERK OF THE BOARD
Attn: Clerk of the Board
County of Imperial
940 W. Main Street, Suite 209
El Centro, CA 92243

FOR UNITED WAY OF IMPERIAL COUNTY:

Attn: Director and/or Designated Representative
2410 Imperial Business Park Dr.
El Centro, CA 92243

24. INDEPENDENT CONTRACTOR.
In all situations and circumstances arising out of the terms and conditions of this AGREEMENT,
SERVICE PROVIDER is an independent contractor, and as an independent contractor, the following
shall apply:

24.1. SERVICE PROVIDER is not an employee or agent of COUNTY and is only responsible
for the requirements and results specified by this AGREEMENT or any other agreement.
24.2. SERVICE PROVIDER shall be responsible to COUNTY only for the requirements and results specified by this AGREEMENT and except as specifically provided in this AGREEMENT, shall not be subject to COUNTY’s control with respect to the physical actions or activities of SERVICE PROVIDER in fulfillment of the requirements of this AGREEMENT.

24.3. SERVICE PROVIDER is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, SERVICE PROVIDER with Workers’ Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

24.4. SERVICE PROVIDER shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of SERVICE PROVIDER, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any federal, State or local law or regulation.

24.5. SERVICE PROVIDER shall not be entitled to participate in, nor receive any benefit from, or make any claim against any COUNTY fringe program, including, but not limited to, COUNTY’s pension plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or coverage designated for, provided to, or offered to COUNTY’s employees.

24.6. COUNTY shall not withhold or pay, on behalf of SERVICE PROVIDER, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by SERVICE PROVIDER.

24.7. SERVICE PROVIDER is and, at all times during the term of this AGREEMENT, shall represent and conduct itself as an independent contractor, not as an employee of COUNTY.

24.8. SERVICE PROVIDER shall not have the authority, express or implied, to act on behalf of, bind or obligate COUNTY in any way without the written consent of COUNTY.
25. **PREVAILING WAGE.**

25.1. SERVICE PROVIDER acknowledges that any work that qualifies as a “public work” within the meaning of California Labor Code section 1720 shall cause SERVICE PROVIDER, and its subcontractors, to comply with the provisions of California Labor Code sections 1775 et seq.

25.2. When applicable, SERVICE PROVIDER hereby acknowledges and stipulates to the following:

25.2.1. SERVICE PROVIDER agrees to comply with the provisions of Labor Code section 1776 regarding retention and inspection of payroll records and noncompliance penalties; and

25.2.2. SERVICE PROVIDER agrees to comply with the provisions of Labor Code section 1777.5 regarding employment of registered apprentices; and

25.2.3. SERVICE PROVIDER agrees to comply with the provisions of Labor Code section 1810 regarding the legal day’s work; and

25.2.4. SERVICE PROVIDER agrees to comply with the provisions of Labor Code section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.

25.2.5. SERVICE PROVIDER agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies SERVICE PROVIDER that SERVICE PROVIDER is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: [http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html](http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html).

26. **WORKERS’ COMPENSATION CERTIFICATION.**

26.1. Prior to the commencement of work, SERVICE PROVIDER shall sign and file with COUNTY the following certification: “I am aware of the provisions of California Labor
Code §§3700 et seq. which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

26.2. This certification is included in this AGREEMENT and signature of the AGREEMENT shall constitute signing and filing of the certificate.

26.3. SERVICE PROVIDER understands and agrees that any and all employees, regardless of hire date, shall be covered by Workers’ Compensation pursuant to statutory requirements prior to beginning work on the Project.

26.4. If SERVICE PROVIDER has no employees, initial here: _________.

27. CHOICE OF LAW.

This AGREEMENT shall be governed by the laws of the State of California. This AGREEMENT is made and entered into in Imperial County, California. Any action brought by any Party with respect to this AGREEMENT shall be brought in a court of competent jurisdiction within said County.

28. PARTIAL INVALIDITY.

If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

29. AUTHORITY.

Each individual executing this AGREEMENT on behalf of COUNTY and SERVICE PROVIDER represent and warrant that:

29.1 He/She is duly authorized to execute and deliver this AGREEMENT on behalf of the COUNTY or the SERVICE PROVIDER, as applicable; and

29.2 Such execution and delivery is in accordance with the statutory authorities, rules, regulations, by-laws, and/or resolutions of each department, as applicable; and

29.3 This AGREEMENT is binding upon the respective Parties in accordance with its terms.

30. ENTIRE AGREEMENT.
This AGREEMENT constitutes the sole and complete AGREEMENT between the Parties. Any and all agreements or services respecting this AGREEMENT or any other matters pertaining to this AGREEMENT are null and void.

31. NON-APPROPRIATION.

31.1. All obligations of COUNTY are subject to appropriation of resources by the applicable State or federal agency, including but not limited to the California Homeless Coordinating and Financing Council from the Business, Consumer Services and Housing Agency.

31.2. This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purposes of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or COUNTY, and any regulations prescribed therefrom, that may affect the provisions, terms, or funding of this AGREEMENT.

31.3. If sufficient funds for the Program are not appropriated, this AGREEMENT may be amended or terminated in order to reflect said reduction in funding.

32. FISCAL ACCOUNTABILITY.

32.1 SERVICE PROVIDER agrees to manage funds received through COUNTY in accordance with sound accounting policies; incur and claim only eligible costs for reimbursement; and adhere to accounting standards established in 2 CFR Part 200.

32.2 SERVICE PROVIDER must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SERVICE PROVIDER must develop an accounting procedure manual. Said manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

33. RECORDKEEPING AND REPORTING.

33.1 SERVICE PROVIDER agrees to collect and maintain records of participants for required federal, state, and county reports.

33.2 SERVICE PROVIDER shall submit reports according to the reporting requirements set forth in Exhibits A, B and C.
<table>
<thead>
<tr>
<th>Status Report</th>
<th>Reporting period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5th and Final Progress Report</td>
<td>July 1, 2022 – December 31, 2022</td>
<td>January 15, 2023</td>
</tr>
<tr>
<td>6th and Final Progress Report</td>
<td>January 1, 2023 – June 30, 2023</td>
<td>July 15, 2023</td>
</tr>
</tbody>
</table>

33.3 The annual expenditure report shall contain at a minimum:

a. Expenditures and activities for each year of the term of the contract until all funds awarded have been expended,

b. Progress on the following performance measures;
   1. The number of homeless persons served;
   2. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
   3. The number of homeless persons exiting the program or project to permanent housing,
   4. The number of persons that returned to homelessness after exiting the program or project.

33.4 Additional reports may be requested by COUNTY and/or to meet other applicable reporting or audit requirements.

34. REVIEW OF AGREEMENT TERMS.

34.1 A default shall consist of any use of grant funds for a purpose other than as authorized by this Agreement or failure in SERVICE PROVIDER’s duty to provide the supportive housing for the minimum term in accordance with the requirements of the provisions of the Housing Emergency and Aid Program regulations. In the event of an occurrence of default, COUNTY may take one or more of the following actions:

a. Issue a letter of warning advising SERVICE PROVIDER of the default that establishes a date by which corrective actions must be completed and puts SERVICE PROVIDER on notice that more serious actions will be taken if the default is not corrected or is repeated;
b. Direct SERVICE PROVIDER to submit progress schedules for completing the approved activities;

c. Direct SERVICE PROVIDER to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions;

d. Direct SERVICE PROVIDER to reimburse the program accounts for costs inappropriately charged to the program; and/or

e. Make recommendations to the California Department of Housing and Community Development (HCD) to reduce or recapture the grant.

35. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL.
SERVICE PROVIDER agrees that all materials, reports, or products, in any form including electronic, created by SERVICE PROVIDER for which SERVICE PROVIDER has been compensated by COUNTY pursuant to this Agreement shall be the sole property of COUNTY. The material, reports or products may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. SERVICE PROVIDER agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

36. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES.
SERVICE PROVIDER shall comply with all rules, regulations, requirements, and directives of applicable federal or state agencies and funding sources which impose duties and regulations upon COUNTY as though made with SERVICE PROVIDER directly. SERVICE PROVIDER shall comply with all applicable federal, state, and local laws, regulations, including but not limited to:

a. State of California Homeless Emergency Assistance Program:
   Authorized by Senate Bill (SB) 850, Sec. 50213 (a) and (b) that was signed into law by Governor Brown on June 27, 2018. https://www.bcsh.ca.gov/hcfc/aid_program.html

b. Housing First Policy:
   http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1380

c. Imperial Valley Continuum of Care and their Written Standards: http://www.cociv.org/

d. HUD System Performance Measures:
37. **DRUG-FREE WORKPLACE CERTIFICATION.**

37.1. Certification of Compliance: By signing this AGREEMENT, SERVICE PROVIDER and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

37.1.1. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

37.1.2. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

(a) The dangers of drug abuse in the workplace;

(b) COUNTY’s policy of maintaining a drug-free workplace;

(c) Any available counseling, rehabilitation, and employee assistance programs; and,

(d) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

37.1.3. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this AGREEMENT:

(a) Will receive a copy of COUNTY’s drug-free policy statement, and

(b) Will agree to abide by terms of COUNTY’s condition of employment or subcontract.
38. SHELTER AND HOUSING STANDARDS.

38.1 Emergency shelters must meet the minimum safety, sanitation, and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

38.2 For rapid rehousing projects where HEAP assistance is provided, the assisted housing must meet the housing quality standards (HQS) and the minimum habitability standards per 24 CFR 576.403 (c).

39. REVIEW OF AGREEMENT TERMS.

39.1 Each Party has had the opportunity to receive independent legal advice from its attorney(s) with respect to the advisability of making the representations, warranties, covenants and agreements provided for herein, and with respect to the advisability of executing this AGREEMENT.

39.2 No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the day and year first above written.

COUNTY OF IMPERIAL:

By: 
Luis A. Plancarte, Chairman
Board of Supervisors
County of Imperial

SERVICE PROVIDER:

By: Ken Wuytens,
Executive Officer
United Way of Imperial County

ATTEST:
By:

Blanca Acosta,
Clerk of the Board of Supervisors
JUL 17 2019

Tony Rouhotas, Jr.
County Executive Officer
Imperial County
940 Main Street, Suite 208
El Centro, CA 92243

Dear Tony Rouhotas, Jr.:

Re: Imperial County
Contract No. 18-CESH-12462

Congratulations on your California Emergency Solutions and Housing (CESH) Program Award. Attached is an electronic copy of the CESH Standard Agreement with Exhibits A through E:

A. **Standard Agreement (STD 213 and Exhibits A through E)**

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions – GTC - 04/2017

*Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

Exhibit D – CESH Program Terms and Conditions

Exhibit E - Special Conditions

B. For expeditious handling of the Standard Agreement, please complete the following:

1. Review the entire Standard Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. Print five (5) copies of the STD 213, signature page(s) only; (do not print a copy of the exhibit pages for HCD).

3. The person authorized by the Resolution must provide an original signature, and their printed name, title and date on the lower left-hand section entitled “Contractor” on each copy of the STD 213.
DO NOT SEND PHOTO COPIES OF SIGNATURES. ALL FIVE MUST BE ORIGINAL SIGNATURES WITH BLUE WET INK.

If the authorized designee as reflected in the resolution, the grant amount or your grantee status has changed, you are required to provide the CESH Program with a new resolution consistent with the terms of the grant award and adopted by your Board.

Return the five (5) signed copies of the STD 213, signature page(s) only. Do not return anything but signature page(s), to the following address:

Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: La Tasha Jackson
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833

Maintain a complete electronic version of the STD 213 and Exhibits A through E for your pending file. (Note: The Standard Agreement contract is not effective until it is signed by the Grantee’s designated official and the Department of Housing and Community Development).

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Charles Gray, CESH Program Manager, NOFA Awards Section, at (916) 263-1014 or email Charles.Gray@hcd.ca.gov if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

La Tasha Jackson
Contract Analyst

cc: Charles Gray, CESH Program Manager, NOFA Awards Section
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT
STD 213 (Rev. 3/2019)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Imperial County

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Five (5) years from the Effective Date

3. The maximum amount of this Agreement is:

$1,052,999.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

<table>
<thead>
<tr>
<th>EXHIBITS</th>
<th>TITLE</th>
<th>PAGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Authority, Purpose and Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>2</td>
</tr>
<tr>
<td>Exhibit C*</td>
<td>State of California General Terms and Conditions</td>
<td>GTC - 04/2017</td>
</tr>
<tr>
<td>Exhibit D</td>
<td>CESH Program Terms and Conditions</td>
<td>7</td>
</tr>
<tr>
<td>Exhibit E</td>
<td>Special Conditions</td>
<td>1</td>
</tr>
</tbody>
</table>

TOTAL NUMBER OF PAGES ATTACHED 13 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at https://www.dgs.ca.gov/OLS/Resource

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
Imperial County

CONTRACTOR BUSINESS ADDRESS
540 Main St., Suite 208

CITY
El Centro

STATE
CA

ZIP
92243

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 120

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING
Synthia Rhinehart

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per SCM Vol. 1 4.04.A.3 (DGS memo dated 9/12/1981)
EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Part 2 of Division 31 Chapter 2.8 of the Health and Safety Code (commencing with Section 50490) enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated August 15, 2018, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

2. Purpose

In accordance with the authority cited above, an application was made to the State (the "Application") for assistance from the Program for the purpose of funding eligible activities relating to homelessness within a specified Continuum of Care ("CoC") service area, as defined in Health and Safety Code Section 50490. By entering into this Agreement and thereby accepting the award of the CESH grant funds (the "Grant"), the Contractor (sometimes referred to herein as the "Applicant") agrees to comply with the terms and conditions of the NOFA, this Agreement, the representations contained in the Application, and the requirements of the authorities cited above.

3. Definitions

Capitalized terms not otherwise defined herein shall have the meaning of the definitions set forth in Health and Safety Code Section 50490.

4. Scope of Work

The scope of work ("Work") for this Agreement shall consist of one or more of the following eligible uses:

A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness.

B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.

C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

California Emergency Solutions and Housing (CESH) Program Grant
NOFA Date: 08/15/18
Approved Date: 05/21/2019
Prep. Date: 06/24/2019
EXHIBIT A

D. Operating support for emergency housing interventions, including, but not limited to, the following:

1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.

2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.

3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.

E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.

F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.

G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.

H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization.

5. **Department Contract Coordinator**

The Department’s Contract Coordinator for this Agreement is the Grant Management CESH Program Manager of the Division of Financial Assistance, or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to Department Contract Coordinator at the following address:

California Department of Housing and Community Development
ATTENTION: California Emergency Solutions and Housing Grant Fund Program (CESH)
Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050
EXHIBIT A

6. **Contractor Contract Coordinator**

The Contractor's contract coordinator for this Agreement is the Authorized Representative listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the Authorized Representative at the following address:

<table>
<thead>
<tr>
<th>Authorized Representative Name:</th>
<th>Tony Rouhotas, Jr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorized Representative Title:</td>
<td>County Executive Officer</td>
</tr>
<tr>
<td>Agency Name:</td>
<td>Imperial County</td>
</tr>
</tbody>
</table>
| Address:                        | 940 Main Street, Suite 208  
                                 | El Centro, CA 92243 |
| Phone No.:                      | (442) 265-1001      |
| Email Address:                  | tonyrouhotas@co.imperial.ca.us |

7. **Effective Date, Term of Agreement, and Deadlines**

A. This Agreement is effective upon approval by the Department, which is the date executed by all parties (such date, the “Effective Date”).

B. This Agreement shall terminate five (5) years after the Effective Date as stated in STD 213, paragraph 2 (such date, the “Expiration Date”).

C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the “Expenditure Deadline”).

D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.

E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.
EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Contractor has been awarded the following grant activity amounts:

- Rental Assistance, Housing Relocation and Stabilization Services $135,000
- Operating Support for Emergency Housing Interventions $408,205
- Systems Support $244,144
- Develop or Update a CES $213,000
- Development of a Plan Addressing Actions Within Service Area $52,650

**TOTAL AWARD AMOUNT** $1,052,999

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department’s approval:

A. Payee Data Record (Std. 204) or Government TIN Form, as applicable;

B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;

C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;

D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,

E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

California Emergency Solutions and Housing (CESH) Program Grant
NOFA Date: 08/15/18
Approved Date: 05/21/2019
Prep. Date: 06/24/2019
EXHIBIT B

3. Performance
   A. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

4. Fiscal Administration
   A. The Contractor may request a disbursement of up to 40 percent of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80 percent of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5 percent of each disbursement.

   B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor’s annual expenditure report.

   C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.

   D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD’s decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.

   E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

   California Department of Housing and Community Development
   Accounting Division, Suite 300
   2020 W. El Camino Avenue
   Sacramento, California 95833

California Emergency Solutions and Housing (CESH) Program Grant
NOFA Date: 08/15/18
Approved Date: 05/21/2019
Prep. Date: 06/24/2019
EXHIBIT D

CESH PROGRAM TERMS AND CONDITIONS

1. **Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

2. **Contractor's Application for Funds**

   A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

3. **Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

   A. A Contractor shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).

   B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.

   C. A Contractor shall not use more than 5 percent of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.
EXHIBIT D

D. Rental assistance provided as an eligible activity shall not exceed 48 months for each assisted household and rent payments shall not exceed two times the current HUD fair market rent for the local area, as determined pursuant to 24 CFR part 888.

4. Core Practices

A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.

B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

5. Monitoring Grant Activities

A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.

B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.

D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.
6. **Reporting/Audits**

A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2019 in addition to reporting all activities from the 7/1/19 – 6/30/20 fiscal year.

B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

1) The Contractor’s program or project selection process performed in collaboration with the CoC;

2) Amounts awarded to Subrecipients with the activity(ies) identified;

3) Projected performance measures;

4) Contract expenditures;

5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,

6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:

   a) The number of homeless persons served;

   b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;

   c) The number of homeless persons exiting the program or project to permanent housing; and,

   d) The number of persons that return to homelessness after exiting the program or project.

C. The Contractor is responsible for the completion of audits and all costs of preparing audits.
EXHIBIT D

D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department’s request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.

1) The Contractor shall notify the Department of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor’s working papers.

2) The Contractor is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

7. Retention and Inspection of Records

A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.

B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.

C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
EXHIBIT D

2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding $10,000, the Department’s right to audit the contractor’s records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.

E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

8. Breach and Remedies

A. The following shall each constitute a breach of this Agreement:

1) Contractor’s failure to comply with the terms of this Agreement.

2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:

1) Bar the Contractor from applying for future CESH funds;

2) Revoke any other existing CESH award(s) to the Contractor;

3) Require the return of any unexpended CESH funds disbursed under this Agreement;

4) Require repayment of CESH funds disbursed and expended under this agreement;

5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;

6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,

California Emergency Solutions and Housing (CESH) Program Grant
NOFA Date: 08/15/18
Approved Date: 05/21/2019
Prep. Date: 06/24/2019
EXHIBIT D

7) Seek such other remedies as may be available under the relevant agreement or any law.

C. All remedies available to the Department are cumulative and not exclusive.

D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

9. Termination

A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.

B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

10. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

11. Relocation

Contractor shall comply with all requirements of applicable California relocation law (Gov. Code, § 7260 et seq. and the regulations promulgated thereunder at Cal. Code Regulations, Title 25, § 6000 et seq.). Any relocation plan for the Development shall be subject to the review and approval by the State.
EXHIBIT D

12. **Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

14. **Litigation**

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.
EXHIBIT E

SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.
EXHIBIT B

September 24, 2018

Imperial County Department of Social Services

Request for Proposals

For projects supporting the Imperial Valley Continuum of Care through administration of 2018 CESH funds available through the California Department of Housing and Community Development
Background
On August 15, 2018, the California Department of Housing and Community Development (HCD) announced the availability of funds to counties through the California Emergency Solutions and Housing (CESH) Program.

See NOFA at: http://www.hcd.ca.gov/grants-funding/active-funding/cesh/docs/NOFA_CESH.pdf

The CESH NOFA includes a formula allocation for all counties, reflecting multiple variables used to calculate each county’s need and eligibility for CESH funds.

See county allocations at: http://www.hcd.ca.gov/grants-funding/active-funding/cesh/docs/AppendixA2018CESHFormula.pdf

Imperial County’s CESH formula allocation is $1,000,349 plus $52,650 for grant administration.

State regulations governing the CESH Program require that each county’s application be submitted by a designated Applicant Entity (AE) and that CESH grants be administered by the AE, which must be:

1) A unit of general-purpose local government;
2) A nonprofit organization that has previously administered U.S. Department of Housing and Urban Development (HUD) CoC funds as the collaborative application per 24 Code of Federal Regulations (CFR) part 578.3; or
3) A unified funding agency as defined in 24 CFR part 578.3. (§ 50490, subdivision (a)(1)-(3).)

Furthermore, AE’s are required to provide documentation in their CESH applications that they are designated by their region’s Continuum of Care (CoC) to administer CESH Program funds.

The Imperial County Department of Social Services is the designated CoC lead agency and collaborative applicant for state and federal funding on behalf of the Imperial Valley Continuum of Care Council (IVCCCC) and consequently will be the AE for the 2018 CESH application. The purpose of this document is to present the CESH funding opportunity to all interested stakeholders in Imperial County and to solicit proposals from all prospective providers offering housing, services and other benefits to the Imperial Valley CoC.

The following section include a brief description of the purpose of CESH funds, which can also be found in the NOFA linked above, a listing of local project eligibility, priority and funding thresholds established by the CoC Executive Board, a process timeline, a project application and the scoring criteria for proposed projects.
Purpose of CESH Funding

The CESH Program provides funds for a variety of activities to assist persons experiencing or at risk of homelessness as authorized by SB 850 (Chapter 48, Statutes of 2018). HCD administers the CESH Program with funding received from the Building Homes and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017).

CESH funds may be used for five primary activities: housing relocation and stabilization services (including rental assistance), operating subsidies for permanent housing, flexible housing subsidy funds, operating support for emergency housing interventions, and systems support for homelessness services and housing delivery systems. In addition, some administrative entities may use CESH funds to develop or update a Coordinated Entry System (CES), Homeless Management Information System (HMIS), or Homelessness Plan. Refer to the current Notice of Funding Availability (NOFA) for any limitations on these activities.

The current NOFA is the first of two for the CESH Program and is funded from a portion of the first and second quarters of revenue deposited in the Building Homes and Jobs Act Trust Fund created by the Building Homes and Jobs Act (Stats. 2017, chapter 364, § 3.) and approximately $25 million in unallocated California Emergency Solutions Grant (ESG) funds. A second NOFA, including the revenue from the third and fourth quarters, is expected to be released in early 2019. Any funds not distributed after the first round of awards shall be reallocated among all CoC service areas with a participating AE in the second NOFA.

In general, CESH funds are more flexible than either Federal Emergency Solutions Grant (ESG) funds or CoC funds. CESH funding allows each CoC to address multiple elements of their systemic approach to ending homelessness and to support infrastructure and core operating components of the CoC, such as Coordinated Entry Systems (CES), Homeless Management Information Systems (HMIS), street outreach, homelessness prevention and diversion, coordinated assessment and system navigation for individuals and families experiencing homelessness and those at imminent risk of homelessness.

However, notwithstanding the relative flexibility of CESH funding, CESH-funded programs are required to be integrated with a fully functional CoC and to advance the elements of Housing First and other strategies emphasized by state and federal policy and funding guidelines. To ensure compliance with those policies and guidelines, the Imperial Valley CoC Executive Board has established the project eligibility and funding thresholds included in the following section in order to strengthen and expand the CoC’s infrastructure, program components and coordinated response to homelessness county-wide.
Local Project Eligibility and Funding Thresholds

The Department of Social Services invites proposals from local nonprofit organizations, units of local government, education and training providers and other eligible program operators. To determine if your organization is an eligible applicant, please contact the IVCC’s Technical Consultant, Tony Phillips, at TPhillips@KourosPhillips.org. Proposed projects must address one or more of three CESH-eligible activities: Housing Placement and Retention, Emergency Housing Interventions and Systems Support.

Those activities and the funds available for each activity type are described below.

1. **Activity: Housing Placement and Retention**
   Rental Assistance, housing relocation and stabilization services to ensure housing affordability, with a focus on expanding the current inventory of Rapid Rehousing and other programs serving people experiencing homelessness or at imminent risk of homelessness in all areas of Imperial County
   **Share of funds: up to $200,000**

2. **Activity: Emergency Housing Interventions**
   Operating support for emergency housing interventions including emergency shelters, transitional housing programs, navigation centers, street outreach and shelter diversion or homelessness prevention
   **Share of funds: up to $300,000**

3. **Activity: Systems Support**
   Activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities
   **Share of funds: up to $700,000**

Minimum and Maximum Project Budgets

Project applicants must request a minimum budget of at least $75,000 and may request up to the share of funds for each activity described above. Examples of mixed-activity projects and different budget options will be presented at the CoC’s community meeting on **September 24, 2018 at 1:30 p.m.**, at the Department of Social Services offices: **Social Services, Kari Hill Room, 2995 S. 4th Street, Suite 106, El Centro, CA 92243**. Questions regarding project budgets can also be directed to the Technical Consultant.

Selection Process

Applications submitted by the deadline, **5:00 p.m. Pacific Standard Time, October 8, 2018**, will be reviewed and scored by the IVCCC’s Rating and Ranking Committee using the scoring criteria included on the final page of this document. Projects will be ranked according to activity type and objective scores. The IVCCC Executive Board and the Department of Social Services may choose
to work with applicants to revise or adjust either their proposed budgets or their project’s scope of work.

Following scoring and ranking, the full list of recommended projects will be forwarded by the Rating and Ranking Committee to the Executive Board and the County Executive Officer for joint approval.

Process Timeline

Release of RFP: September 24, 2018
Project Applications Due: October 8, 2018
Rating and Ranking: October 9, 2018
Revisions and Consultation: October 10-12, 2018
CESH Application Submitted to HCD: October 15, 2018

Contacts
For clarification of any portion of this RFP, technical assistance or other issues, please contact:

Tony Phillips
TPhillips@KourosPhillips.org

For matters concerning this RFP authorization, IVCCC policy and procedure or other questions regarding the local CESH process, please contact

Peggy Price, Director of Social Services
PeggyPrice@co.imperial.ca.us
Project Application

The application included in the following three pages is available as a Word document. To obtain a copy, please contact the Technical Consultant.
2018 CESH Project Application

Complete and return by 10/8/2018
TPhillips@KourosPhillips.org

Type of Project:

Primary Activity 1: ____________________________
Primary Activity 2: ____________________________
Primary Activity 3: ____________________________

The three primary activities to be included in the 2018 Imperial County CESH application are:

- Housing Placement and Retention (e.g. Rapid Rehousing)
- Emergency Housing Intervention (e.g. Emergency Shelter or Transitional Housing operations)
- Systems Support (e.g. CES, HMIS or other CoC infrastructure and capacity-building programs)

Eligible activities include, but are not limited to, emergency shelter, transitional housing, rapid rehousing, coordinated assessment, coordinated entry, HMIS, outreach, homelessness prevention and projects combining multiple Continuum of Care elements and activities. Please indicate your project’s primary activity or activities on the lines above.

Applicant:

- Primary Applicant Legal Name: ____________________________
- Project Partner Legal Name: ____________________________
- Project Partner Legal Name: ____________________________
- Project Partner Legal Name: ____________________________
- Project Partner Legal Name: ____________________________
- Project Partner Legal Name: ____________________________
Project Description:

- **Summary (not scored)**
  In no more than 200 words, please provide a summary of your proposed project's activities, communities and populations to be served.

- **Experience (20 points)**
  In no more than 500 words, please describe the primary applicant's length of experience and capacity to implement the proposed eligible activity or activity similar to the proposed activity.

- **Program Design (30 points)**
  In no more than 1,000 words, please describe how your project will deliver eligible activities to participants consistent with the CoC’s Written Standards and core elements. Include at least three numerical outcome objectives as part of your description.

- **Need for Funds (30 points)**
  In no more than 500 words, please describe the need for requested funds as evidenced by the 2018 Point-in-Time Count, other regional homeless measurements, the current availability of CoC programs and services, gaps in the continuum of care and/or other demonstrable measures.

- **Feasibility and Impact (40 points)**
  In no more than 1,000 words, please describe how your project will meet objectives included in the program design and the degree to which the project will help fulfill the CoC's mission and vision by contributing to a county-wide system for eliminating homelessness.

- **Population Served (30 points)**
  In no more than 500 words, please describe the extent to which the project will serve either the broadest possible subset of all individuals and families experiencing homelessness or at imminent risk of homelessness county-wide, or targets a specific sub-population identified by the CoC as high need. High need sub-populations include: veterans and veteran-headed households, victims of domestic violence, youth and young adults (18-24), families with children and unaccompanied adult men with one or more special needs.
• **Communities Served (20 points)**
  In no more than 250 words, please list the communities your project will target and describe whether the project will provide either a county-wide impact or an impact on the high-need communities of Slab City, El Centro, Calexico and Brawley.

• **Partnerships (15 points)**
  In no more than 250 words, please describe whether and how your project will include one or more subcontracted partner organizations or other collaborations.

• **Program Elements (15 points)**
  Regardless of your project’s primary activity, in no more than 600 words, please describe whether and how the project will participate in the regional HMIS and CES and contribute to regional efforts to strengthen outreach, prevention and assessment using the IVCCC Assessment Tool.

**Budget:**

List the amount of CESH funds requested for your proposed project by activity type and provide the total amount of CESH funds for all eligible activities.

- Activity: Housing Placement and Retention: $______
- Activity: Emergency Housing Interventions: $______
- Activity: Systems Support: $______
- **TOTAL CESH Funds Requested:** $______
# Scoring Criteria

<table>
<thead>
<tr>
<th>Factor</th>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Experience</td>
<td>Length of experience and capacity to implement the proposed eligible activity or activity similar to the proposed activity.</td>
<td>20</td>
</tr>
<tr>
<td>Program Design</td>
<td>Quality of the proposed program in delivering eligible activities to participants consistent with the CoC’s Written Standards and core elements.</td>
<td>30</td>
</tr>
<tr>
<td>Need for Funds</td>
<td>Need for funds is based on whether the application activity and subpopulation targeting, if any, meets a high need for the community as identified by the CoC, in a manner that is consistent with the CoC’s Written Standards and other guiding documents and plans.</td>
<td>30</td>
</tr>
<tr>
<td>Feasibility and Impact</td>
<td>Extent to which the project applicant can be expected to meet objectives included in the program design and the degree to which the project will help fulfill the CoC’s mission and vision by contributing to a county-wide system for eliminating homelessness.</td>
<td>40</td>
</tr>
<tr>
<td>Population Served</td>
<td>The extent to which the project serves either the broadest possible subset of all individuals and families experiencing homelessness or at imminent risk of homelessness county-wide, or targets a specific sub-population identified by the CoC as high need. High need sub-populations include: veterans and veteran-headed households, victims of domestic violence, youth and young adults (18-24), families with children and unaccompanied adult men with one or more special needs.</td>
<td>30</td>
</tr>
<tr>
<td>Communities Served</td>
<td>Preference will be given to projects with a county-wide impact or services targeting the high-need communities of Slab City, El Centro, Calexico and Brawley.</td>
<td>20</td>
</tr>
<tr>
<td>Partnerships</td>
<td>Preference will be given to projects that include one or more subcontracted partner organizations or other collaborations.</td>
<td>15</td>
</tr>
<tr>
<td>Program Elements</td>
<td>Regardless of project type, preference will be given to applications that identify a plan, with or without requesting for, full participation in the regional HMIS and CES, outreach, prevention and assessment using the IVCCC Assessment Tool.</td>
<td>15</td>
</tr>
</tbody>
</table>

**TOTAL Points Available**: 200
2018 CESH Project Application
Submitted by
United Way of Imperial County
2410 Imperial Business Park Dr.
Imperial Ca. 92251

United Way
Of Imperial County
2018 CESH Project Application

Complete and return by 10/8/2018
TPhillips@KourosPhillips.org

Type of Project:

Primary Activity 1: __Housing Retention__
Primary Activity 2: ______________________
Primary Activity 3: ______________________

The three primary activities to be included in the 2018 Imperial County CESH application are:
- Housing Placement and Retention (e.g. Rapid Rehousing)
- Emergency Housing Intervention (e.g. Emergency Shelter or Transitional Housing operations)
- Systems Support (e.g. CES, HMIS or other CoC infrastructure and capacity-building programs)

Eligible activities include, but are not limited to, emergency shelter, transitional housing, rapid rehousing, coordinated assessment, coordinated entry, HMIS, outreach, homelessness prevention and projects combining multiple Continuum of Care elements and activities. Please indicate your project’s primary activity or activities on the lines above.

Applicant:
- Primary Applicant Legal Name: __United Way of Imperial County
- Project Partner Legal Name: __Center For Family Solutions (WomanHaven)
- Project Partner Legal Name: __Neighborhood House of Calexico
- Project Partner Legal Name: __Sister Evelyn Mourey Center
- Project Partner Legal Name: ______________________
- Project Partner Legal Name: ______________________
Project Description:

- **Summary (not scored)**
  In no more than 200 words, please provide a summary of your proposed project’s activities, communities and populations to be served.

  Homeless Prevention Project 2019 (HPP 2019) will be a collaborative effort between UWIC and three of our member agencies. The three agencies will accept client applications, yet the clients and determine their eligibility. UWIC will be the Fiscal Conduit for funds that are provided. The Project will serve the near homeless population of Imperial County by assisting them with Rent/Mortgage and Utility payments. The project will be modeled on the Emergency Food and Shelter Program that we (UWIC) have chaired for many years. EFSP is a nationwide government program administered through FEMA by United Way, Red Cross, Catholic Charities, The Jewish Federation, The Salvation Army and The National Council of the Churches of Christ. The program has an enviable record of service with a fraud rate less than 2 tenths of 1 percent.

- **Experience (20 points)**
  In no more than 500 words, please describe the primary applicant’s Length of experience and capacity to implement the proposed eligible activity or activity similar to the proposed activity.

  UWIC has served the Imperial County population since 1982. We have been a long time member of the IV Homeless Task Force (now IVCCC) and have chaired the EFSP program for a number of years. We have worked closely with our member agencies on collaborative projects a number of times. We are familiar with the operation of programs similar to what we envision for HPP 2019.

- **Program Design (30 points)**
  In no more than 1,000 words, please describe how your project will deliver eligible activities to participants consistent with the CoC’s Written Standards and core elements. Include at least three numerical outcome objectives as part of your description.

  The old adage “An ounce of prevention is worth a pound of cure” holds very true for the problem of homelessness. An unexpected hiccup in a family’s income can trigger a cascade of events that results in them losing utility service or their domicile, be it either a rental property or a home they are purchasing. HPP 2019 will prevent this loss by enabling these clients to remain in their residence. Since our three member agencies are already engaged in similar activities, they will be able to identify and assist the clients. They are trained in the proper methods of vetting the clients and have paperwork/reporting processes in place. Once a client is approved for assistance the paperwork will be submitted to UWIC and the utility/landlord/mortgage holder will be paid directly from us. This eliminates any “skimming” or other fraudulent use of the funds. The EFSP program limits assistance to one time per year and the maximum amount of assistance
varies from $300 for utilities and approximately $500 for rental/mortgage assistance. HPP 2019 will be a bit more flexible than EFSP in the assistance amounts, based on the agency’s experience in matters such as these. A situation may arise in which a client needs help with a deposit to move to a less expensive rental unit and in instances such as these, flexibility in the program will be paramount to its success. Numerical outcomes will be assessed through the use of spreadsheets with the clients ID, assistance type, assistance amounts, and a follow up in 6 months to determine if the client was successful in remaining in place. All three member agencies are currently enrolled and are using HMIS. These spreadsheets, as well as a written assessment report will be made available to the funding agency (IVCCC) at the end of the program.

Three of the objectives for the program are:

1. Prevent homelessness from occurring by assisting the near-homeless to stay in their place of residence or transition to a more affordable one;

2. Engage the clients in the process of HMIS, so that their situation can be monitored and shared through the data system that HMIS provides;

3. Assist clients that are in temporary housing conditions to transition into permanent housing.

- **Need for Funds (30 points)**
  In no more than 500 words, please describe the need for requested funds as evidenced by the 2018 Point-in-Time Count, other regional homeless measurements, the current availability of CoC programs and services, gaps in the continuum of care and/or other demonstrable measures.

Without these funds HPP 2019 will not exist. Imperial County receives the EFSP funds usually about this time of year (early Fall) and this year was no exception. The funding is designed to last through the Fall and well into Winter. Utility demands are lessened by then, but we, as well as our agencies, receive calls for assistance throughout the year and those are the ones HPP 2019 is designed for. Our PIT count has shown increases in numbers over the last few years and this program will result in some slowdown of that trend. Also, through HMIS, the clients will become known to the agencies that also can provide other assistance to them. Workforce Enhancement, low cost health care, SNAP, WIC, counseling and services provided by the I V Food Bank are but a few of the programs that can be accessed once the clients are made aware of them. We anticipate HPP 2019 will be successful in keeping clients housed, we will apply for further grants outside the area from foundations that support homelessness prevention. We are seeking sustainability in this program. We believe that a high percentage of clients will remain housed because of HPP 2019.
• **Feasibility and Impact (40 points)**
In no more than 1,000 words, please describe how your project will meet objectives included in the program design and the degree to which the project will help fulfill the CoC's mission and vision by contributing to a county-wide system for eliminating homelessness.

The 6 month follow up will determine if the program is meeting its goals and objectives. Homelessness prevention is a high priority in the C of C’s mission, assisting the clients in other ways such as employment enhancement will put them on a path to financial stability and dramatically reduce the risk of their becoming homeless.

• **Population Served (30 points)**
In no more than 500 words, please describe the extent to which the project will serve either the broadest possible subset of all individuals and families experiencing homelessness or at imminent risk of homelessness county-wide, or targets a specific sub-population identified by the CoC as high need. High need sub-populations include: veterans and veteran-headed households, victims of domestic violence, youth and young adults (18-24), families with children and unaccompanied adult men with one or more special needs.

HPP 2019 will be available to all residents of Imperial County without regard to race, color or creed. If desired by the C of C, we could designate a percentage of funding for veterans or any other subset of the population. Again, the program will be flexible in order to assist those who most need it. An interesting question arises, if a potential client needs assistance this month, but has no income to support their needs looking into the future, what good will it do to provide them with the requested assistance? That may merely prolong the inevitable. That is where the agencies doing the vetting become all-important in the process. Their experience in dealing with these issues will mean the difference between success and failure of the program. If funding is approved and prior to inception of the program, a seminar will be held by UWIC with mandatory attendance by the three collaborative agencies. We will develop final guidelines, adopt a report spreadsheet and detail the required forms/formats for receiving funds. Representatives of Imperial County and the IVCCC will be invited to this seminar. We value your input and wish to make the program as transparent as possible. In cases of abuse there are automatic firewalls in the HMIS system that we will respect.

• **Communities Served (20 points)**
In no more than 250 words, please list the communities your project will target and describe whether the project will provide either a county-wide impact or an impact on the high-need communities of Slab City, El Centro, Calexico and Brawley.
The project will be limited to Imperial County residents. Once funding is approved our collaborative agencies will use social media and other sources of communications to make sure the entire county is made cognizant of the program. It is anticipated that local media outlets will also help in getting the word out. UWIC is centrally located, and although the three member agencies are located in the South end of the County, they already have been assisting numerous clients in the North end.

- **Partnerships (15 points)**
  In no more than 250 words, please describe whether and how your project will include one or more subcontracted partner organizations or other collaborations.

  It is envisioned that UWIC will be the Fiscal Conduit and Lead for HPP 2019. As such, it will be our job to maintain the fiscal responsibility of the project. Center For Family Solutions/WomanHaven will be one collaborative agency. Neighborhood House of Calexico will be the second collaborative agency. Sister Evelyn Mourey Center will be the third collaborative agency.

- **Program Elements (15 points)**
  Regardless of your project’s primary activity, in no more than 600 words, please describe whether and how the project will participate in the regional HMIS and CES and contribute to regional efforts to strengthen outreach, prevention and assessment using the IVCCC Assessment Tool.

  All clients wishing to access the program will go through the HMIS intake process with the agencies involved. In this way they will also be made aware of other programs that can assist them. The 6-month follow-up will prove to be a valuable assessment tool also.

**Budget:**

List the amount of CESH funds requested for your proposed project by activity type and provide the total amount of CESH funds for all eligible activities.

Activity: Housing Placement and Retention: $75,000
Activity: Emergency Housing Interventions: $_________
Activity: Systems Support: $_________
**TOTAL CESH Funds Requested:** $75,000

This represents the total budget. It is expected that a minimum of funds will be used to support overhead at the agencies. This should result in well over 20,000 dollars per agency will go to directly assist clients. UWIC will retain a small percentage to support administration and record
keeping for the program. These percentage amounts can be discussed during the grant approval process.

Respectfully Submitted:

[Signature]

Ken Wuysts—Executive Director
United Way of Imperial County
<table>
<thead>
<tr>
<th>Item</th>
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<th>Cost</th>
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<tr>
<td><strong>United Way CESH Contract</strong></td>
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<td><strong>Direct Service Delivery</strong></td>
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<tr>
<td><strong>Expense Detail Budget</strong></td>
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<tr>
<td><strong>Item</strong></td>
<td><strong>Description/Justification</strong></td>
<td><strong>Cost</strong></td>
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<tr>
<td><strong>Direct Service Delivery Staff Salaries</strong></td>
<td></td>
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</tr>
<tr>
<td>UWIC--Case Management</td>
<td>83 hrs. @ $18 (includes 20% payroll taxes, fringe benefits)</td>
<td>$ 1,494</td>
</tr>
<tr>
<td><strong>Subtotal Direct Service Staff Salaries</strong></td>
<td></td>
<td>$ 1,494</td>
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<td><strong>Item</strong></td>
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<td><strong>Cost</strong></td>
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<tr>
<td><strong>Direct Service Delivery Staff Fringe Benefits</strong></td>
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<td><strong>Subtotal Fringe Benefits</strong></td>
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<td>$ 1,494</td>
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<td><strong>Item</strong></td>
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<td><strong>Cost</strong></td>
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<td><strong>Operating Expenses</strong></td>
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<tr>
<td>UWIC direct aid to benefit clients</td>
<td>Rental, Utilities, deposits, reconnect fees etc., to be paid directly to landlords, utility company, etc.</td>
<td>$ 52,051</td>
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<tr>
<td>Neighborhood House</td>
<td>Mileage to visit landlords and other visits to verify and obtain documentation for client file 476 @ $.565</td>
<td>$ 269.00</td>
</tr>
<tr>
<td>Sr. Evelyn Mourey Center</td>
<td>office, printing supplies etc</td>
<td>$ 288.00</td>
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<tr>
<td>Neighborhood House--case management</td>
<td>581 Hrs. @ $18 (includes 20% payroll taxes, fringe benefits)</td>
<td>$ 10,458</td>
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<tr>
<td>Sr. Evelyn Mourey Center--case management</td>
<td>580 Hrs @ $18 (includes 20% payroll taxes, fringe benefits)</td>
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### CESH Contract Direct Service Delivery Expense Detail Budget

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United Way of Imperial County CESH HPP Budget Narrative

This narrative is an estimate of the costs in the budget line item breakdown.

It is anticipated that approximately 75% of the cases will be for utility assistance/reconnects/deposits and 25% of the cases will be for rental assistance/deposits. It is anticipated that the utility assistance amounts will be approximately 1/3 of the assistance provided for rental, thus the two categories will each consume approx. 50% of the budgeted operating expenses.

It is anticipated that case management costs will consume less than 1/3 of the overall total budget. Case management will include client intake, referral information, liaison with utility providers and landlords, budgeting sessions and other counseling services. The time spent with a client for utility assistance will represent a larger percentage when figured against the overall budget because the amount of assistance will be less than if the client was seeking or needed rental assistance.

Overall, we are expecting that about $26,000 will be spent for utility assistance and $26,000 for rental assistance. Assuming that utility assistance will be in the $300 per client range this would equate to 86 clients. Rental assistance estimates are in the $900 range, so the $26,000 in that category would equate to 29 clients, for a total of 115 clients. Many of these will be households with spouses, children, seniors and other family members. With the average number of people living in a household needing assistance ranging from 4 to 5 members, that equates to a client served number of 460 to 575 individuals. These are estimates, for instance in the current EFSP Phase 36 program, I am receiving many requests from participating agencies to transfer funds from the rental assistance category to the utility assistance category. This is to be expected due to the seasonal increase in utility bills that we experience in Imperial County.
Total funding being contracted out with each individual agency:

**Neighborhood House:**
- Expected mileage compensation $ 269
- Expected case management expense $10,458
  
  NH House total 10,727

**Sr. E Center:**
- Expected office, printing supplies etc. $ 288
- Expected case management expense $10,440
  
  Sr. E. Total 10728

**Total Funding—UWIC:**
- Expected case management expense $1494
- Expected Rental/Utility assistance provided $52051
  
  UWIC Total 53545

**Total** $ 75,000

There is not expected to be any additional budgeted items that will be subcontracted, all budgeted items will be handled in-house by the participating agencies. This budget narrative reflects estimates and will be updated as the HPP is implemented.

While the HPP project will address several issues regarding homelessness, three of the principal objectives are:
- Prevent homelessness from occurring by assisting the near-homeless to stay in their place of residence or transition to a more affordable one;
- Engage the clients in the process of HMIS, so that their situation can be monitored through the data system that HMIS provides;
- Assist clients that are in temporary housing conditions to transition into permanent housing.
Funds to be Advanced as per Agreement with Imperial County

The grant will be funded in three segments: UWIC does not have the funds to spend on this program and then wait for reimbursement. This entire program is modeled on the EFSP program that we chair and that funding is advanced over 2 phases.

Phase 1 $30,000 advanced prior to start of program;
Phase 2 $30,000 advanced upon submission of 90% back-up for Phase 1
Phase 3 $15,000 advanced upon submission of remaining 10% back up for Phase 1 and 90% back-up for Phase 2
End of program Back-up submitted for remaining 10% of Phase 2 and 100% for Phase 3
Memorandum of Understanding -- Date 11/01/2019

Re: CESH Homeless Prevention Project 2019

United Way of Imperial County acting as lead agency
Sr. Evelyn Mourey Center acting as partner agency will be eligible for approx:
   Office, printing supplies etc. $288
   Case Management of 580 Hrs @ $18 (includes 20% payroll taxes, fringe benefits)
   $10,440

SEMC agrees to:
   Use HMIS intake standards
   Abide by The Coordinated Entry System Guidelines (currently being developed by
   the IVCCC) when they are completed.
   Implement the HUD Housing First protocols
   Thoroughly vet clients for program entry and adhere to the required requirements
   as established by the County of Imperial as per contract and regulations.
   Provide client back up information as needed.
   UWIC will pay Rental/Mortgage/Utility/Other for clients of SEMC of
   approximately $26,025 assistance directly.

Agency Officer  Susan Chasa  
Agency Name Sr. Evelyn Mourey Center
Position --Executive Director

United Way of Imperial County  
Position--Executive Director

Date: 9.06.2019
Memorandum of Understanding

Re: CESH Homeless Prevention Project 2019
United Way of Imperial County acting as the lead agency

Neighborhood House of Calexico as a partner agency will be eligible for approx:
Mileage to visit landlords and other visits to verify and obtain documentation for
client file--476 miles @ $.565 for a total mileage allowance of $269.00
Case management of approximately 581 Hrs. @ $18 (includes 20% payroll taxes,
fringe benefits) for a total of $10,458.00

NHC agrees to:
Use HMIS intake standards
Abide by The Coordinated Entry System Guidelines (currently being developed by the
IVCCC) when they are completed.
Implement the HUD Housing First protocols
Thoroughly vet clients for program entry and adhere to the required requirements as
established by the County of Imperial as per contract and regulations.
Provide client back up information as needed.

UWIC will pay Rental/Mortgage/Utility/Other for CNH clients in the amount of
approximately $26,026 assistance directly.

Cindy Alba, Executive Director
Neighborhood House of Calexico, Inc
Nov. 1, 2019

Agency Name
United Way of Imperial County

Agency Officer
Position
Executive Director
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Smith-Kandal Insurance  
PO Box 5  
Brawley, CA 92227

**INSURED**
United Way of Imperial County  
2410 Imperial Business Park Dr  
Imperial, CA 92251

**CONTACT NAME:**
PHONE: (A/C, No, Ext): (760) 344-2212  
FAX: (A/C, No, Ext): (760) 344-3383  
E-MAIL: lupita@smithkandal.com

**INSURER(S) AFFORDING COVERAGE:**
**INSURER A:** Philadelphia Insurance Company  
NAIC #: 23850

---

**COVERAGES CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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**DED RETENTION:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

---

**CERTIFICATE HOLDER**
County Of Imperial  
940 Main Street #101  
El Centro, CA 92243

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

---

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The ACORD name and logo are registered marks of ACORD
THIS INSURANCE IS EFFECTIVE FROM 12:01 A.M., PACIFIC STANDARD TIME 10-01-96 TO 10-01-97 AND SHALL AUTOMATICALLY RENEW EACH 10-01 UNTIL CANCELLED

CONTINUOUS POLICY 770971-96

UNITED WAY OF IMPERIAL COUNTY
P O BOX 1924
EL CENTRO, CALIF 92244

DEPOSIT PREMIUM $584.00
MINIMUM PREMIUM $200.00
PREMIUM ADJUSTMENT PERIOD ANNUALLY
R SD

NAME OF EMPLOYER- UNITED WAY OF IMPERIAL COUNTY
(A NON-PROFIT CORP.)
(A NON-PROFIT CORP.)

TRADE NAMES- UNITED WAY OF IMPERIAL COUNTY

LOCATIONS- 1681 MAIN ST #411 EL CENTRO 92244
1535 B WEST MAIN, VALLEY PLAZA CENTER

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.

2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS, $1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE TO 10-01-97

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ON THE EFFECTIVE DATE SHOWN ABOVE, THE COVERAGE PROVIDED BY THIS POLICY REPLACES ALL PRIOR COVERAGE.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO SEPTEMBER 13, 1996 POLICY FORM L 1
CONTINUOUS POLICY  770971-96

* INTERIM BILLING RATES WILL BE USED ON PAYROLL REPORTS. THEY TAKE INTO ACCOUNT RATING PLAN CREDITS (OR DEBITS) WHICH WILL APPLY AT FINAL BILLING AND AN ESTIMATE OF YOUR PREMIUM DISCOUNT AS DETAILED BELOW.

INTERIM BILLING FACTOR

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THIS ESTIMATED DISCOUNT IS BASED ON AN ESTIMATE OF YOUR PAYROLL. THE ACTUAL DISCOUNT APPLIED AT FINAL BILLING WILL BE BASED ON THE ACTUAL PAYROLL REPORTED ON YOUR POLICY AND SUBJECT TO AUDIT. SEE PREMIUM DISCOUNT TABLE BELOW.

COMPOSITE FACTOR APPLIED TO BASE RATES TO DERIVE INTERIM BILLING RATES

1.00000

***************************************************************************************
* PREMIUM DISCOUNT
* YOUR ESTIMATED MODIFIED PREMIUM IS $ 478.  *
* ESTIMATED MODIFIED PREMIUM IS DISCOUNTED ACCORDING TO THE FOLLOWING SCHEDULE:  *
* FIRST NEXT ABOVE                        *
* $1,000  $4,000  $5,000                     *
* 0.0%  21.6%  27.2%                         *
***************************************************************************************

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO SEPTEMBER 13, 1996  POLICY FORM L 2L
**Policy Number:** PHSD1464375

**Named Insured and Mailing Address:**
United Way of Imperial County  
2410 Imperial Business Park Dr  
Imperial, CA 92251-4004

**Producer:** 16719  
Smith-Kandal Insurance  
PO Box 5  
Brawley, CA 92227

**Policy Period From:** 08/26/2019  
**To:** 08/26/2020

**Business Description:** Non-Profit Organization

---

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

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

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<tr>
<td>Commercial Property Coverage Part</td>
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<td>Commercial General Liability Coverage Part</td>
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**Total:** $1,425.00

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**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:**  
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations*

**CPD- PIIC (06/14)**  
**Secretary**  
**President and CEO**
Philadelphia Indemnity Insurance Company

Form Schedule – Policy

**Policy Number:** PHSD1464375

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

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<tr>
<td>LAH-Notice</td>
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<td>PI-REINS-NOTICE 1</td>
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FLEXIPLUS FIVE
NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
EMPLOYMENT PRACTICES LIABILITY INSURANCE
FIDUCIARY LIABILITY INSURANCE
WORKPLACE VIOLENCE INSURANCE
INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD1464375

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
United Way of Imperial County
2410 Imperial Business Park Dr
Imperial, CA 92251-4004

Internet Address: www. n/a

Item 2. Policy Period: From: 08/26/2019 To: 08/26/2020
(12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:
(A) Part 1, D&O Liability: $ 1,000,000 each Policy Period.
(B) Part 2, Employment Practices: $ 1,000,000 each Policy Period.
(C) Part 3, Fiduciary Liability: $ each Policy Period.
(D) Part 4, Workplace Violence: $ each Policy Period.
(E) Part 5, Internet Liability: $ each Policy Period.
(F) Aggregate, All Parts: $ 1,000,000 each Policy Period.
Item 4. Retention:
(A) Part 1, D&O Liability: $1,000 for each Claim under Insuring Agreement B & C.
(B) Part 2, Employment Practices: $1,000 for each Claim.
(C) Part 3, Fiduciary Liability: $ for each Claim.
(D) Part 4, Workplace Violence: $ for each Workplace Violence Act.
(E) Part 5, Internet Liability: $ for each Claim.

Item 5. Prior and Pending Date:
Part 1 08/26/2009
Part 2 08/26/2009
Part 3 No Date Applies
Part 4 No Date Applies
Part 5 No Date Applies

Item 6. Premium:
Part 1 $1,061.00
Part 2 $364.00
Part 3
Part 4
Part 5

State Surcharge/Tax: 
Total Premium: $1,425.00

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.

Authorized Representative Countersignature Countersignature Date
Philadelphia Indemnity Insurance Company

Form Schedule – Flexi Plus Five

**Policy Number:** PHSD1464375

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

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<th>Description</th>
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<td>PI-BELL-1</td>
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<td>PI-NPD-25</td>
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</tbody>
</table>
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CANCELLATION AMENDMENT

The following provision is added to the Cancellation Policy Condition and supersedes any language to the contrary:

If this policy is cancelled, we will send the first Named Insured any premium refund due.

1. If we cancel, the refund will be pro rata.

2. If the first Named Insured cancels, the refund may be less than pro rata pursuant to a disclosure notice attached to this policy.

The cancellation will be effective even if we have not made or offered a refund.
PHILADELPHIA INSURANCE COMPANIES

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If included is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, ME, MA, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.
I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from “certified” acts of terrorism, EXCEPT as noted above.

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED’S SIGNATURE________________________________________________________
DATE________________________
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BELL ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

<table>
<thead>
<tr>
<th>COVERAGE</th>
<th>LIMITS OF INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Travel Accident Benefit</td>
<td>$50,000</td>
</tr>
<tr>
<td>Conference Cancellation</td>
<td>$25,000</td>
</tr>
<tr>
<td>Donation Assurance</td>
<td>$50,000</td>
</tr>
<tr>
<td>Emergency Real Estate Consulting Fee</td>
<td>$50,000</td>
</tr>
<tr>
<td>Fundraising Event Blackout</td>
<td>$25,000</td>
</tr>
<tr>
<td>Identity Theft Expense</td>
<td>$50,000</td>
</tr>
<tr>
<td>Image Restoration and Counseling</td>
<td>$50,000</td>
</tr>
<tr>
<td>Key Individual Replacement Expenses</td>
<td>$50,000</td>
</tr>
<tr>
<td>Kidnap Expense</td>
<td>$50,000</td>
</tr>
<tr>
<td>Political Unrest</td>
<td>$5,000 per employee: $25,000 policy limit</td>
</tr>
<tr>
<td>Temporary Meeting Space Reimbursement</td>
<td>$25,000</td>
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<tr>
<td>Terrorism Travel Reimbursement</td>
<td>$50,000</td>
</tr>
<tr>
<td>Travel Delay Reimbursement</td>
<td>$1,500</td>
</tr>
<tr>
<td>Workplace Violence Counseling</td>
<td>$50,000</td>
</tr>
</tbody>
</table>
II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.

2. Limits of liability or limits of insurance identified in Section I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;

2. Accidental loss of limbs or multiple fingers;

3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;

2. An act of suicide or attempted suicide;

3. An act of war; or

4. A disease process.
B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a “natural catastrophe” or a “communicable disease” outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and

2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for “failed donation claim(s).”

With respect to any “failed donation claim,” it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;

2. For non-cash donations, our payment of a “failed donation claim” shall be based on the fair market value of said non-cash donation at the time of the “failed donation claim”;

3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the “failed donation claim”:
   a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
   b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;

4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and

5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor’s fee or real estate consultant’s fee necessitated by the insured’s need to relocate due to the “unforeseeable destruction” of the insured’s “principal location” listed in the Declarations during the policy period. The limit of insurance for this
coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured's first policy with us. The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of $50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:
1. Fees and costs of independent negotiators;

2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;

3. Travel costs and accommodations incurred by the named insured;

4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and

5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
   a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
   b. Discovery of their death;
   c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
   d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is $50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for “emergency evacuation expenses” that are incurred as a result of an incident of “political unrest.” This “political unrest” must occur during the policy period. No coverage is granted for travel to countries in a state of “political unrest” at the time of departure of the travel. The limit of insurance for this coverage is $5,000 per covered person, subject to a maximum of $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured’s primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is $25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a “certified act of terrorism” during the policy period which necessitates that he/she incurs “emergency travel expenses.” The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.
M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any “non-reimbursable expenses” they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is $1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a “workplace violence” incident at any of the insured’s premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the “workplace violence”;
2. The spouse, “domestic partner,” parents or children of your employees who were victims of, or witnesses to the “workplace violence”; and
3. Any other person or persons who directly witnessed the “workplace violence” incident.

The limit of insurance for this coverage is $50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

A. “Certified act of terrorism” means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.

B. “Communicable disease” means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire’s Disease.

C. “Domestic partner” means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.

D. “Emergency evacuation expenses” mean:

1. Additional lodging expenses;
2. Additional transportation costs;
3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

E. “Emergency travel expenses” mean:
1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and

2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

F. “Failed donation claim” means written notice to the insured during the policy period of:

1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or

2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.

G. “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.

H. “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

I. “Identity theft expenses” mean:

1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and

3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.

J. “Improper acts” means any actual or alleged act of:

1. Sexual abuse;

2. Sexual intimacy;

3. Sexual molestation; or

4. Sexual assault;

committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.

K. “Injury” whenever used in this endorsement, other than in Section III. A. Business Travel,
means any physical damage to the body caused by violence, fracture or an accident.

L. “Key individual replacement expenses” mean the following necessary expenses:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.

M. “Natural catastrophe” means hurricane, tornado, earthquake or flood.

N. “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:

1. Meals and lodging;
2. Alternative transportation;
3. Clothing and necessary toiletries; and

O. “Political unrest” means:

1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff for which either an alert or travel warning has been issued by the United States Department of State.

P. “Principal location” means the headquarters, home office or main location where most business is substantially conducted.

Q. “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.

R. “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT ENHANCEMENT ENDORSEMENT

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

Solely for the purpose of this endorsement: 1) The words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 2) The words “we,” “us” and “our” refer to the company providing this insurance.

I. SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS

The following is the Limit of Liability provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Crisis Management Expense $25,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable. All other terms and conditions of the policy or coverage part to which this endorsement is attached remain unchanged.

B. Limits of Liability or Limits of Insurance

When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability or Limit of Insurance.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. We will reimburse you for “crisis management emergency response expenses” incurred because of an “incident” giving rise to a “crisis” to which this insurance applies. The amount of such reimbursement is limited as described in Section II. CONDITIONS, B. Limits of Liability or Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

B. We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six (6) months of the date the “crisis” was initiated.
IV. DEFINITIONS

A. “Crisis” means the public announcement that an “incident” occurred on your premises or at an event sponsored by you.

B. “Crisis management emergency response expenses” mean those expenses incurred for services provided by a “crisis management firm.” However, “crisis management emergency response expenses” shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall “crisis management emergency response expenses” include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.

C. “Crisis management firm” means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.

D. “Incident” means an accident or other event, including the accidental discharge of pollutants, resulting in death or serious bodily injury to three or more persons.

E. “Serious bodily injury” means any injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.