



Berkeley Homeless
Services Panel of Experts

MEETING AGENDA

April 26, 2023 – 7:00 PM

North Berkeley Senior Center, Aspen Room
1901 Hearst Ave., Berkeley, CA 94709

Commission Secretary: Josh Jacobs (jjacobs@berkeleyca.gov; 510-225-8035)

Mayor Arreguin:
Carole Marasovic

Rashi Kesarwani:
Megan Wachspress

Terry Taplin:
Denah Bookstein

Ben Bartlett:
Paul Kealoha-Blake

Kate Harrison:
Mary Ann Meany

Sophie Hahn:
Cameron Johnson

Susan Wengraf:
Alice Feller

Rigel Robinson:
Donnell Jones

Mark Humbert:
Jim Hynes

All items are for discussion and possible action.

1. Roll Call.
2. Public Comment on non-agenda items.
3. Approval of Minutes from March 8, 2023 and April 18, 2023. [Attachment 1].

Updates/Action Items:

4. Agenda Approval.
5. Land acknowledgement.
6. Acting Chair Report. Discussion.
7. Reconsideration of vote to allocate monies to Russell House as to the amount needed for acquisition and renovation. Discussion and possible action.
8. Review programs, current and proposed, funded under Measure P and establish priorities for funding. Discussion and possible action.
9. Adjourn.

Attachments:

1. Minutes from March 8, 2023 and April 18, 2023.
2. Land Acknowledgement Statement.
3. All Home Regional Action Plan.
4. Measure P Categories of Spending.
5. Measure P Program Forecast.
6. Measure P Program Monitor Evaluation Summaries and Contracts.

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Correspondence and Notice of Decision Requests:

Deadlines for Receipt:

- A) Supplemental Materials must be received by 5 PM the day before the meeting.
- B) Supplemental Communications must be received no later than noon the day of the meeting.

Procedures for Distribution:

- A) Staff will compile all Supplemental Materials and Supplemental Communications received by the deadlines above into a Supplemental Packet, and will print 15 copies of this packet for the Commission meeting.
- B) For any Supplemental Material or Communication from a Commissioner received after these deadlines, it is the Commissioner's responsibility to ensure that 15 printed copies are available at the meeting. Commissioners will not be reimbursed for any printing or materials expenses.
- C) Staff will neither print nor distribute Supplemental Communications or Materials for subcommittee meetings.

Procedures for Consideration:

- A) The Commission must make a successful motion to accept and receive all Supplemental Materials and Communications into the record. This includes the Supplemental Packet compiled by staff.
- B) Each additional Supplemental Material or Communication received by or before the meeting that is not included in the Supplemental packet (i.e., those items received after the respective deadlines above) must be individually voted upon to be considered by the full Commission.
- C) Supplemental Materials subject to a Commission vote that are not accepted by motion of the Commission, or for which there are not at least 15 paper copies (9 for each Commission seat, one for staff records, and 5 for the public) available by the scheduled start of the meeting, may not be considered by the Commission.

***Supplemental Materials** are defined as any items authored by one or more Commissioners, pertaining to an agenda item but available after the agenda and packet for the meeting has been distributed, on which the Commission is asked to take vote at the meeting. This includes any letter to Council, proposed Council report, or other correspondence on behalf of the Commission for which a full vote of the Commission is required.

****Supplemental Communications** are defined as written emails or letters from members of the public or from one or more Commissioners, the intended audience of which is the full Commission. Supplemental Communications cannot be acted upon by the Commission, and they may or may not pertain to agenda items.

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at Health, Housing & Community Services Department located at 2180 Milvia Street, 2nd Floor.

Public Comment Policy:

Members of the public may speak on any items on the Agenda and items not on the Agenda during the initial Public Comment period. Members of the public may not speak more than once on any given item. The Chair may limit public comments to 3 minutes or less.

Any writings or documents provided to a majority of the Commission regarding any item on this agenda will be made available for public inspection at Health, Housing & Community Services Department located at 2180 Milvia Street, 2nd Floor.

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This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at 981-6342 (V) or 981-6345 (TDD) at least 3 business days before the meeting date. Please refrain from wearing scented products to this meeting.

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ADA Disclaimer "This meeting is being held in a wheelchair accessible location. To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services Specialist at 981-6418 (V) or 981-6347 (TDD) at least three business days before the meeting date. Please refrain from wearing scented products to this meeting."



Berkeley Homeless
Services Panel of Experts

MEETING MINUTES

March 8, 2023

1. **Roll Call:** 7:00 PM
Present: Johnson, Kealoha-Blake, Marasovic, Bookstein (absent until 7:05), and Meany.
Absent: Jones, Feller.
Staff: Jacobs.
Council: None.
Public: 0.

2. Comments from the Public: 0.

Update/Action Items

3. Approval of Minutes from February 1, 2023.

Action: M/S/C Marasovic/Kealoha Blake move to approve the minutes as written.

Vote: *Ayes:* Johnson, Marasovic, Kealoha-Blake, and Meany.
Noes: None. *Abstain:* None. *Absent:* Bookstein, Jones, Feller.

4. Agenda Approval.

Action: M/S/C Meany/Marasovic move to approve the agenda as written.

Vote: *Ayes:* Johnson, Bookstein, Marasovic, Kealoha-Blake, and Meany.
Noes: None. *Abstain:* None. *Absent:* Jones, Feller.

5. Land acknowledgement.

Discussion; no action taken.

6. Recommendation Selection of modified date for April, 2023 HSPE meeting.
Discussion and possible action.

Action: M/S/C Marasovic/Meany move to modify the April 2023 HSPE meeting from April 5, 2023 to April 26, 2023.

Vote: *Ayes:* Johnson, Bookstein, Marasovic, Kealoha-Blake, and Meany.
Noes: None. *Abstain:* None. *Absent:* Jones, Feller.

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7. Staff update on health and safety protocols for in-person commission meetings, Here/There encampment closure, and Emergency Resolution Funding Grant Round 2. Discussion.

Discussion; no action taken.

8. Chair Report.

Discussion; no action taken.

9. Articulating a clearer mission and Homeless Services Panel of Experts' goals. Discuss impact that HSPE has on Council decisions. Discussion and possible action.

Discussion; no action taken.

10. Vice-Chair report on Council Budget & Finance Committee meetings and other community updates. Discussion and possible action.

Discussion; no action taken.

11. Recommendation on HOME ARP funds pursuant to City's application. Discussion and possible action.

Action: M/S/C Marasovic/Meany recommends that the staff recommendation for support services for HOME-ARP monies include a segment of those monies to be directed to a gender-based/domestic violence transition house which would also serve sex trafficking victims. If HOME-ARP monies are not to be so utilized, then that Council identify another source of funding for this purpose and refer to staff for implementation.

Vote: *Ayes:* Johnson, Bookstein, Marasovic, Kealoha-Blake, and Meany.
Noes: None. *Abstain:* None. *Absent:* Jones, Feller.

12. Review programs, current and proposed, funded under Measure P and establish priorities for funding. Discussion and possible action.

Discussion; no action taken.

13. Rescission of inclement weather recommendation to be modified to recommendation to incorporate inclement weather needs coordination in community agency allocation process with interim delegation of this function to a current Berkeley homeless services provider. Discussion and possible action.

Homeless Services Panel of Experts
March 8, 2023

Action: M/S/C Marasovic/Meany move to rescind the inclement weather recommendation to be modified to recommend to incorporate inclement weather needs coordination in community agency allocation process with interim delegation of this function to a current Berkeley homeless services provider.

Vote: *Ayes:* Johnson, Bookstein, Marasovic, Kealoha-Blake, and Meany.
Noes: None. *Abstain:* None. *Absent:* Jones, Feller.

14. Selection of site visit(s). Discussion and possible action.

Discussion; no action taken.

15. Adjourn.

Meeting adjourned at 9:00 PM.

Minutes Approved on: _____

Josh Jacobs, Commission Secretary: _____



Berkeley Homeless
Services Panel of Experts

MEETING MINUTES

April 18, 2023

1. **Roll Call:** 7:00 PM

Present: Bookstein (7:29 PM), Feller, Hynes, Johnson, Kealoha-Blake, Marasovic, Meany, and Wachspress.

Absent: Jones.

Staff: Jacobs, McCormick, Radu, Warhuus.

Council: None.

Public: 4.

2. Comments from the Public: 2.

Update/Action Items

3. Approval of Minutes from March 2023.

Action: M/S/C Johnson/Kealoha Blake move to approve the minutes as written.

Vote: Ayes: Johnson, Kealoha-Blake, Marasovic, and Meany.

Noes: None. *Abstain:* Feller, Hynes, Wachspress. *Absent:* Bookstein, Jones.

Motion failed.

4. Agenda Approval.

Discussion; no action taken.

5. Land acknowledgement.

Discussion; no action taken.

6. Acting chair report. Discussion.

Discussion; no action taken.

7. Review programs, current and proposed, funded under Measure P and establish priorities for funding. Discussion and possible action.

Action: M/S/C Marasovic/Hynes recommend to City Council to allocate \$4.5 million in Measure P monies to Berkeley Food and Housing Project (BFHP) for the

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acquisition of Russell Street Residence and that city staff otherwise coordinate with BFHP to leverage other sources of funding, including city monies and monies external to the city, for necessary renovations in the amount of \$4.3 million.

Vote: Ayes: Bookstein, Feller, Hynes, Johnson, Kealoha-Blake, Marasovic, Meany, and Wachspres.

Noes: None. Abstain: None. Absent: Jones.

Action: M/S/C Hynes/Wachspres move to recommend that \$412,185 be allocated towards the inclement weather shelter.

Vote: Ayes: Bookstein, Feller, Hynes, Johnson, Kealoha-Blake, Marasovic, Meany, and Wachspres.

Noes: None. Abstain: None. Absent: Jones.

8. Adjourn.

Meeting adjourned at 9:00 PM.

Minutes Approved on: _____

Josh Jacobs, Commission Secretary: _____

Land Acknowledgement Statement

The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.

RIC STATEMENT OF EMERGENCY: A REGION IN CRISIS



REGIONAL ACTION PLAN

A Call to Action from the Regional Impact Council

February 2021 | All Home

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EMERGENCY STATEMENT

A PROBLEM WE CAN SOLVE

The Bay Area's homelessness crisis is a chronic problem, arguably the region's greatest and most serious challenge. The scale and complexity of this challenge is undeniably daunting. As a region we have fought to solve this crisis for decades, to limited avail. However, the problem can and will be solved. We need a new approach to homelessness, marked by new levels of regional cooperation. The Regional Impact Council (RIC) envisions a Bay Area that is united and coordinated against homelessness: a Bay Area that is organized to seamlessly share best practices, data systems, advocacy efforts, and resources. In the Bay Area we envision homelessness is a rare, brief, and non-recurring situation for those who experience it. In this future vision, we have closed racial and economic disparities and created an equitable, stable, and prosperous region. The path to this future will not be easy. It will require action and commitment from all levels of government and community. The RIC believes that we can and must do the work to make this vision real. The first step is to acknowledge that homelessness is an emergency requiring immediate action.

A REGION IN CRISIS

The longstanding homelessness crisis in the Bay Area— described by a global expert as “systemic cruelty”¹— is particularly tragic because the crisis expanded during an economic boom in the wealthiest region in North America. In 2020, the homelessness crisis further deepened as a result of the COVID-19 pandemic: without sizable, coordinated action and investment, it will continue to destabilize our region as time, and the pandemic, goes on.

In our nine-county Bay Area today, **more than 35,000² of our neighbors, a population larger than many of the region's suburban cities and towns**, lack housing or even the prospect of securing it - despite many working full-time. Seniors, people with disabilities and many people working demanding jobs live out of their vehicles, in tents, and in other situations not fit for human habitation because they simply cannot afford housing in the region that they call home. For some, this problem continues for generations. Many “essential” workers (e.g., home health aides, grocery store clerks, cleaning staff at medical facilities) are literally homeless, with tens of thousands more of these workers at-risk of becoming homeless. In particular, extremely low income (ELI) renters face significant housing insecurity: 50% receive neither housing subsidies nor rent protection, and another 34% have controlled rents which are still unaffordable without subsidy.

Doing nothing to address the Bay Area homelessness crisis is enormously costly, in economic as well as moral terms. Many of these costs to our society are in plain sight, and many are hidden. Confronted by human suffering on a daily basis, residents and businesses are leaving the region. In a recent Silicon Valley Leadership survey, 47% of respondents said that they had considered leaving the region as a result of the homelessness situation. As a result of the impacts that homelessness has on individuals and the community as a whole, the indirect costs of homelessness on healthcare, criminal justice, and social services are nearly \$2 billion annually, based on estimates using real costs from Santa Clara county. We must think holistically as a region about our response to this crisis, and

¹ Leilani Farha, United Nations Special Rapporteur, 2018.

² Given the lack of PIT count in 2021, we created an estimate of the total unsheltered homelessness in the Bay Area. If we apply the unsheltered homelessness growth rate from 2017-2019 in the Bay Area (~17%) to the unsheltered population in 2019, we estimate unsheltered homelessness to be ~30K. However, given the known impacts of COVID-19 on shelter capacity in the Bay Area and early evidence supporting a growth in homelessness, we estimated that unsheltered homelessness is likely closer to 35K in the Bay Area.

recognize that the investment required to address unsheltered homelessness is small compared to the long-term social and economic costs of our current course.

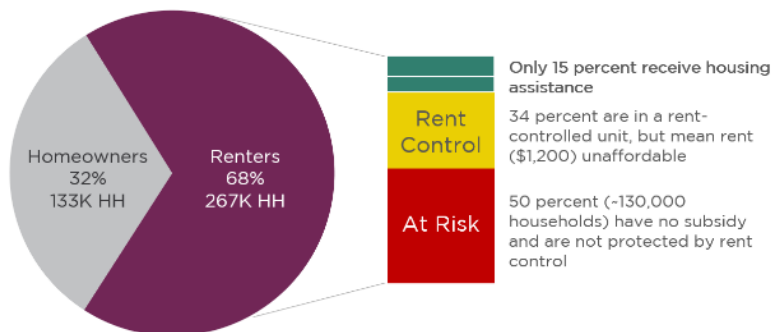


Figure 1: Breakdown of ELI Renter Households; Source: Turner Center for Housing Innovation

COVID-19 has made the region’s limited supply of congregate shelter unusable due to its primarily communal living arrangements, placing our most vulnerable neighbors at heightened risk of exposure. Housing is healthcare, a fact further underscored by the COVID pandemic. A person is unable to “shelter in place” when there is an inadequate supply of shelter and housing. The homelessness and COVID crises disproportionately harm Black, brown and Indigenous people of color (BIPOC). For example, African Americans comprise only 6% of San Francisco’s general population but make up 37% of the city’s homeless population. As these groups are also more vulnerable to becoming seriously ill or dying from COVID-19, the current situation puts our region’s low-income BIPOC population at ‘double jeopardy’ of becoming homeless and gravely ill as COVID cases surge across California and job losses continue to mount, disproportionately for BIPOC communities.

In our region of unparalleled ingenuity, creativity, and affluence for many, a failure to address the **homelessness crisis – a crisis that existed years before the COVID pandemic**, will weaken our communities, drive people and business away from the region, exacerbate existing labor market instabilities, and altogether undermine the prospects for a vibrant, prosperous future for the Bay Area.

Homelessness is no longer a challenge faced by a handful of Bay Area cities, it’s a regional crisis. Similar to our pandemic response, we must act together as a region. We must lift up what works. We’ve witnessed communities rapidly and creatively providing interim and permanent housing options for unsheltered households in response to the COVID-19 outbreak. We know given the will and coordinated action displayed by County Public Health Directors in response to the pandemic, that rapid and meaningful regional action is possible, and we must harness that momentum to fix our systems—systems that are clearly broken and that have failed to stop the tidal wave of people who have had no option but to live on the streets.

WE, THE UNDERSIGNED MEMBERS OF THE REGIONAL IMPACT COUNCIL (RIC), URGE IMMEDIATE ACTION. THE BAY AREA’S EPIDEMIC OF UNSHELTERED HOMELESSNESS MUST BE ADDRESSED AS AN EMERGENCY.

WE CALL UPON THE STATE OF CALIFORNIA, OUR CITIES AND COUNTIES, THE REGION’S BUSINESS AND PHILANTHROPIC COMMUNITIES, AND OUR FEDERAL PARTNERS TO ACT WITH UNPRECEDENTED URGENCY AND COORDINATED ACTION, AS IF LIVES ARE AT STAKE – BECAUSE THEY ARE.

CALL TO ACTION: SUMMARY

<i>RIC Statement of Emergency Signatories</i>	
Name	<i>Signature</i>
Andreas Cluver (Secretary-Treasurer, Alameda County Building Trades Council)	
David Chiu (Cal)	
Diana Reddy (City Co City)	
Erin Connor (Manager, Cisco response)	
Hydra Mendoza (Chief of Strategic Relationships, Salesforce)	

Signatures in progress

THE UNDERSIGNED MEMBERS OF THE REGIONAL IMPACT COUNCIL CALL FOR THE FOLLOWING EMERGENCY ACTIONS:

ADDRESS THE UNSHELTERED CRISIS

We must accelerate work to bring 75% of the unsheltered indoors by 2024 by improving existing systems & investing in the 1-2-4 system flow model, described below (see the sidebar on page 9 for details):

- (1) Fund the interim housing needed to bring unsheltered people indoors immediately and ensure that those who were temporarily housed during COVID-19 have a safe permanent housing option
- (2) Fund 2 housing solutions for every interim housing unit added to the homelessness system
- (4) Fund 4 preventative interventions for every interim housing unit added to the homelessness system

To deliver on this ambitious goal, we will need to improve our existing systems and policies and secure more funding. This model is underpinned by our strategic pillars, which will guide our implementation of the 1-2-4 system flow model

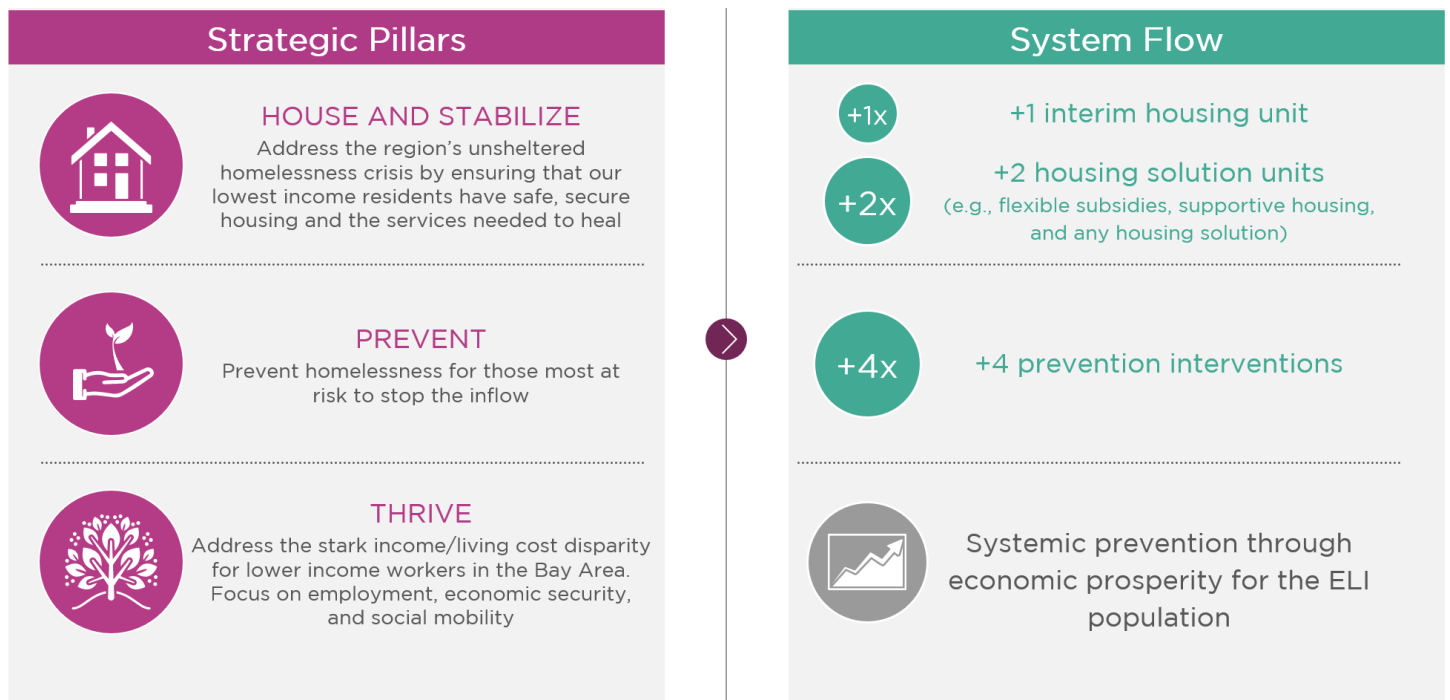


Figure 2: RIC strategic pillars underpins the 1-2-4 system flow model

LEAD WITH RACIAL EQUITY

This plan and its proposed actions - including the priorities for implementation outlined below - must be grounded in closing racial disparities - currently reflected by the disproportionately high percentage of Black, brown, and Indigenous peoples who are homeless or at-risk of becoming homeless. In particular:

- The **State of California** should establish standards and best practices for measuring current racial equity levels and for demonstrating progress; the **State** should increase accountability for outcomes by tying funding to demonstrated progress toward closing racial disparities.
- **Private and philanthropic partners** should actively prioritize funding interventions targeted to BIPOC experiencing homelessness or at risk of becoming homeless.
- **All Counties** should operationalize equity-based prioritization schemes, service provision, and rental assistance programs in the most vulnerable communities. Geographic targeting based on area deprivation index, high rates of poverty, lack of home ownership, high rates of eviction, rental burden, zip codes or some combination could be considered as possible ways to operationalize prioritized services.

CALL FOR FEDERAL PARTNERSHIP

These actions will require expanded Federal funding and partnership. The \$1.9 trillion Biden-Harris Administration “American Rescue Act” coronavirus relief package was a positive first step. We call upon Congress to act immediately on the following:

- Pass the Biden-Harris “American Jobs Plan,” an approximately \$2 trillion infrastructure and recovery package that includes \$213 billion “to produce, preserve, and retrofit more than two million affordable and sustainable places to live
- Provide HUD-Housing Choice Vouchers to every eligible household, prioritizing people who are experiencing or are at-risk of homelessness. Currently, only 1 out of 4 eligible households receive a Housing Choice Vouchers
- **Allocate \$44 billion annually** to the Housing Trust Fund to help states and localities, which responded quickly and creatively to move individuals experiencing homelessness into non-congregate settings, to now acquire and convert available properties, including hotels, motels, and other opportunity sites, into permanent housing solutions so that no one is returned to living outdoors
- Invest \$70 billion to repair and rehabilitate existing public housing
- Create innovative new funding strategies that facilitate cross-discipline investment and cross-jurisdictional collaboration
- Expand Medicaid funding to include stable housing as part of holistic treatment plans

In addition to these immediate actions, we call on the Federal government, in close coordination with the State, to provide **new funding needed to ensure all local jurisdictions are able to implement plans to house 75% of our unsheltered population by 2024 by implementing a full range of prevention and housing options.**

We commit to working with Congress and the Biden-Harris Administration to identify and develop innovative, scalable solutions to homelessness and poverty. We look forward to quickly turning our attention to “Housing as Infrastructure” and working with our California Congressional delegation to achieve the requisite scale of federal investment in affordable housing to truly make homelessness in the United States an experience that is rare and brief, not one that persists for decades.

OPERATIONALIZING THIS WORK

The total 5-year cost of sheltering 75% of the Bay Area's unsheltered population, while investing in the comprehensive system flow outlined by the 1-2-4 framework, is estimated at \$6.5 billion, with \$1.6 billion needed in 2021. Existing resources can (and are) being used to fund this approach. New resources may be required in jurisdictions where current plans are not consistent with the 1-2-4 approach; that is, where resources are insufficient to fund prevention, interim housing, and permanent housing solutions simultaneously and at scale.

- **The State of California should condition existing and new funds on implementing the three-pronged 1-2-4 framework**, starting with a pilot project in the Bay Area in 2021
- **The State should provide expanded technical assistance** to local jurisdictions, to enable seamless implementation of the 1-2-4 framework in our region
- **Local jurisdictions will be provided with assistance** from All Home that recognizes the unique local circumstances as they work to activate the 1-2-4 framework. All Home will also provide support for inter-jurisdictional coordination within and between the region's counties
- **If new funds are required**, this coalition will work to raise the necessary resources from the state and federal governments

Our funding estimates reflect the cost of adding intervention capacity in a 1:2:4 ratio across interim housing, permanent housing solutions, and homelessness prevention interventions over time. Based on our high-level analysis, approximately \$6.5 billion in total investment is required over 5 years, split roughly evenly between capital and operating costs. The cost estimates are designed using Bay Area (9-county) averages, and assume limited interim capacity is available to shelter the currently 35,000 unhoused individuals living in the region. We put forward the estimate with an understanding that the number of unsheltered people— and the costs to serve them— will continue to grow until we significantly reduce the inflow of individuals and households to homelessness.

PRIORITIES FOR IMPLEMENTATION

We have identified eight priorities for focus as we implement this work, expanded on in the Additional Detail section:

House & Stabilize

Strategic Priority #1: Secure Shelter-In-Place (SIP) housing locations

Strategic Priority #2: Streamline State funds and applications for housing and homeless services

Strategic Priority #3: Prioritize extremely low income (ELI) households for housing resources

Strategic Priority #4: Extend covenants of affordability to preserve affordable housing supply and fund ELI tenancy

Prevent

Strategic Priority #5: Extend eviction moratoriums

Strategic Priority #6: Accelerate cash payments to people impacted by COVID-19

Strategic Priority #7: Provide targeted rental assistance to those impacted by COVID-19, who are most vulnerable to homelessness

Strategic Priority #8: Accelerate targeted, data-informed regional homelessness prevention model

PLAN DETAILS

THE COMPREHENSIVE 1-2-4 FRAMEWORK

To ensure we can realize on our ambitions to reduce unsheltered homelessness, we need a model to operationalize across the Bay Area. The model outlined below will enable the region to move expeditiously toward disrupting homelessness and reducing the current level of unsheltered homelessness by 75% before 2024. We call for actions that accelerate progress toward this goal, which includes an interim target of housing 30% of today's unsheltered population in 2021.

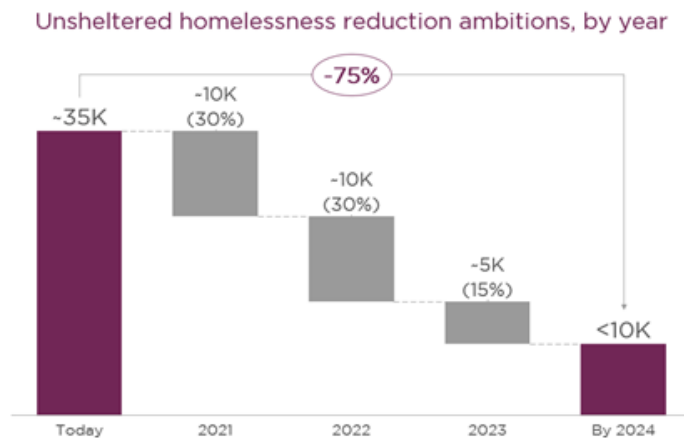


Figure 3: Unsheltered homelessness reduction ambitions by year, '21- '24

Successfully housing the unsheltered population and bringing them to a permanent exit from homelessness requires designing and investing commensurately in an expansion of permanent affordable housing or housing subsidy options to create “system flow,” which is the movement of people off the streets and into stable housing (in particular, housing with requisite, needs-based services attached). A comprehensive “system flow” includes:

- homelessness prevention,
- interim housing options (as needed),
- supportive housing,
- and a broad set of flexible subsidies or deeply affordable housing options for those who do not need permanent supportive housing.

We propose a flow that calls for capacity additions in the following ratio: 1 additional interim housing unit, 2 permanent housing solutions, and 4 prevention interventions. This model will add the capacity necessary to address the crisis in the near term.

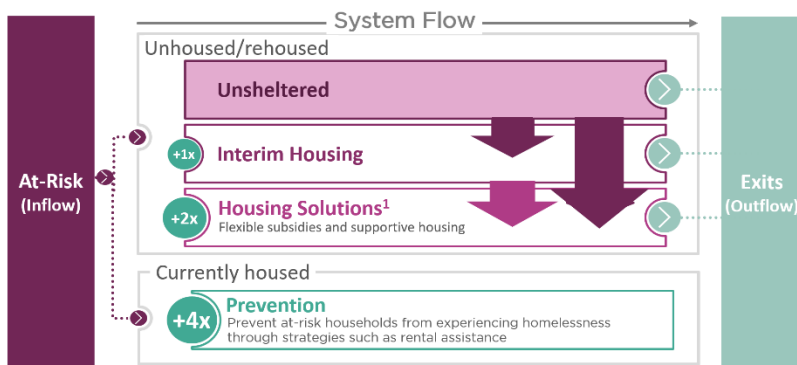
1-2-4 FRAMEWORK

Before the current pandemic conditions, several Bay Area counties were already exhibiting dramatic increases in their unsheltered homeless PIT counts from 2017-2019. Continuing on that trajectory is unacceptable. Our communities must do better at providing the dignity of a safe housing option, interim or permanent, for those who are living outdoors. The 1-2-4 Framework is an acknowledgement that an effective and sustainable plan to do better requires investment in multiple strategies at once – homelessness prevention, interim or emergency housing, permanent deeply affordable or permanent supportive housing, and housing subsidies. It is not enough to simply provide emergency shelter if there are (a) insufficient long-term housing options (“exits”) to provide outflow, and (b) insufficient focus on reducing inflow.

We live in a region with a large population of highly rent-burdened low-income households, who lack access to an available supply of more affordable housing. We will never break the cycle of unsheltered homelessness without a significant investment in homelessness prevention (short-term interventions to assist households experiencing a crisis that may cause them to lose housing).

“1-2-4” is not a prescription or a one-size-fits-all solution. It’s a ratio that illustrates proportionate investment in three strategies simultaneously. In order to reduce unsheltered homelessness rapidly, most cities or counties will need to frontload investment into interim housing options, such as leasing or purchasing motels, tiny homes, mobile homes or other temporary housing options.

The RIC workgroups have established a high-level cost assessment of the resources required to meet our goal of sheltering 75% of unsheltered people by 2024. We put forward the estimate with an understanding that the number of unsheltered people will continue to grow until we significantly reduce the inflow and increase the outflow, or exits. The estimate draws on cost and flow assumptions triangulated from various county-level sources and are taken as Bay Area (9-county) averages. These estimates reflect the cost of adding intervention capacity in a 1:2:4 ratio across interim shelter, permanent housing solutions, and homelessness prevention interventions over time. Based on these assumptions and analyses, approximately \$6.5 billion in total investment is required across five years, split roughly evenly between capital and operating costs.



¹ Includes Permanent Supportive Housing, rapid re-housing, flexible subsidy pools and shallow subsidies, Section 8, group housing, and any other housing solution

Figure 4: Comprehensive System Flow Model

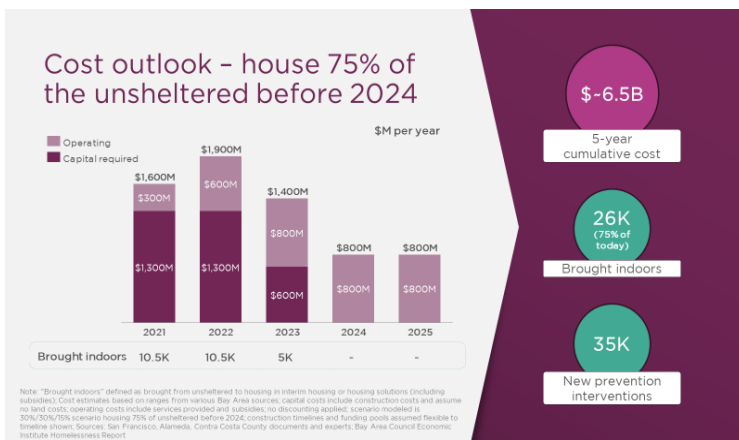


Figure 5: 1-2-4 Framework Cost Outlook (30%/30%/15% scenario shown)

Our recommendation is that for every unit of interim housing that is created ("1"), two permanent housing options ("2") such as a housing subsidy that can write down the cost of a market rate apartment or a newly acquired or created affordable unit must be planned, so that people don't linger for extended periods of time in interim housing. It is critical that people move from interim to permanent housing quickly, so that the interim options can be made available to others who still remain unsheltered. Simultaneously, we recommend that each unit of interim housing should be matched with sufficient homelessness prevention investment to serve four households ("4").

Again, while we are rapidly moving people who are unsheltered either directly to permanent housing, perhaps with a subsidy, or first to interim and then as quickly as possible to permanent housing, the prevention investment will slow down the rate at which people are becoming homeless, and over time reach equilibrium once the correct balance of interim and permanent housing options is available in the community.

Some cities or counties, may need very little investment in interim housing, e.g., if their unsheltered population is relatively small or if they have already made marked investment in emergency housing options. Those communities could choose to focus on rental subsidies and permanent housing to house people quickly and homelessness prevention to stop people from becoming homeless. The bottom line is that each community can right-size the ratio to reach equilibrium, but investing in only one option will not be sufficient to reduce homelessness in any community in the short-term given the high cost of rental housing and the time and cost of construction and acquisition of affordable housing in the Bay Area.

STRATEGIC PILLARS FOR A COMPREHENSIVE RESPONSE

These efforts are grounded in the RIC's strategic pillars: to **House and Stabilize, Prevent**, and enable the region's most vulnerable populations to **Thrive** (see figure 2). COVID-19 has only highlighted the urgency and action needed to address this widening gap. The process of convening the RIC has already yielded results, forging connections and building alliances among our members. We will work to identify, recognize, and scale best practices and successful models across the region, and propose bold regional solutions. These priorities work in concert with the 1-2-4 framework to improve the foundations of a healthy, responsive Bay Area homeless services system—one that will continue to evolve after addressing the urgent crisis of more than 35,000 Bay Area residents living outdoors.

PRIORITIES FOR IMPLEMENTATION: HOUSE & STABILIZE



Strategic Priority #1: Secure Shelter-In-Place (SIP) housing locations

Counties across the Bay Area have put in place measures for temporarily housing their at-risk and unhoused populations in Shelter-in-Place (SIP) housing, to provide shelter and safety during the COVID-19 pandemic. There is broad agreement that individuals who found shelter through these programs should remain housed, be entered into Coordinated Entry Systems (CES), and guided first to non-congregate interim and then to permanent housing (in some cases these individuals may go directly from SIP hotels to permanent housing if it is available and situationally appropriate). Some counties have already begun this process, but others lack a plan for these residents to remain housed. In many counties, the lack of interim and permanent housing options will pose a major barrier in achieving this goal, pointing to the need to expand housing voucher availability.

Priority #1 aims to develop a framework for all Bay Area counties that provides a pathway for those who moved indoors during the pandemic to transition from interim housing into a range of suitable permanent housing solutions.

Detailed call to action

- The **State of California** and the region's **Cities and Counties**, with **Federal funding and partnership**, should seek to retain as much of the Shelter-in-Place (SIP) housing (established in response to COVID-19) as possible, to be converted post-pandemic into interim housing for unsheltered individuals/households, while assisting people to transition quickly to permanent housing (Immediate, Ongoing).
- The **State** must recognize that for Project Homekey (acquisition and conversion of hotels to house vulnerable populations) to be successful, bond financing for acquisition and rehabilitation projects is essential. Therefore, we call for a \$10 billion state investment in affordable housing through passage of a new bond (SB 5).
- **All Home**, in collaboration with regional partners and local jurisdictions, will identify and advocate for funding for housing vouchers or other housing solutions at all levels of government, ensuring funds meet the demand from each county for interim housing options, flexible rental subsidies, and permanent housing solutions needed to prevent people from returning to the streets.
- **Counties** should identify locations or acquisition sites and make plans to implement interim housing options for individuals who cannot move directly into permanent housing, leveraging recent CEQA exemptions for emergency shelters and navigation centers, albeit non-congregate models.



Strategic Priority #2: Streamline State funds & applications for housing & homeless services

Four key state agencies contribute to the State's basic housing efforts, but there is not a well-coordinated plan to effectively use their collective financial resources to support affordable housing acquisition and development. Applicants for state funds for housing and homeless services are overburdened by duplicative application processes with varying timelines, eligibility criteria, and application requirements. The State Auditor commented on this complexity in November 2020, calling for the State to simplify its funding pools and award processes.

Detailed call to action

- The **State of California** should consolidate and streamline all affordable housing funding and application processes, coordinating between the California Debt Limit Allocation Committee (CDLAC), the Tax Credit Allocation Committee (TCAC), the Department of Housing and Community Development (HCD), and the California Housing Finance Authority (CalHFA) to eliminate waste and inefficiencies and to reduce the time needed to access funding (no later than July 2021).
- Existing state programs that fund services for people experiencing homelessness should, where possible, be consolidated into a joint funding pool with a single application process. This process should be jointly administered by California's Departments of Housing and Community Development (HCD) and Social Services (DSS). In cases where consolidation into a single pool is not possible, agencies should align standards and funding processes as much as possible, in coordination with HCD and DSS.
- CDLAC should avoid over-emphasizing cost containment in formulas affecting new construction projects especially through its inclusion in both the tiebreaker and as its own category, as it disadvantages Permanent Supportive Housing (PSH) housing projects, ELI housing projects, and projects located in areas with higher construction costs, such as the Bay Area. While we fully support cost-containment and urge the State to creatively incentivize lower cost construction, this formula disadvantages housing production in parts of the state with some of the highest rates of homelessness.
- The State should revise the opportunity map methodology to ensure that it does not de-prioritize BIPOC communities which tend to be overwhelmingly represented as "low resource" in HCD's opportunity maps, that map high opportunity communities, defined by income, school performance and other factors. While we support the concept of encouraging new development in high opportunity areas, communities that have suffered historic underinvestment should not be left behind as there are longstanding housing needs that must be met.



Strategic Priority #3: Prioritize ELI for housing resources

In its well-intended efforts to serve all Californians, the state's agencies, with increasing momentum, are targeting higher AMI categories, resulting in less funding for housing that is desperately needed to house ELI households. As a state and a region where all housing has been under-produced for decades, we must stop pitting the needs of one income group against another. What we do know is this – our 9-county Bay Area has produced only 9% of the housing units needed for very low income (VLI) households (below 50% AMI) based upon the current Regional Housing Needs Allocation (RHNA). This coalition calls for a reversal of this trend and a prioritization of ELI households (below 30%

AMI) in funding for housing. We support appropriate market reforms to increase production at other affordability levels including expanding the supply of “missing middle” housing.

Detailed call to action

- The **State of California** should ensure that a significant portion of all publicly funded affordable housing projects are inclusive of people with extremely low incomes given that they are at the highest risk of becoming homeless, particularly in the San Francisco Bay Area. The State should reverse its trend emphasizing an average of 60% of AMI in projects using State funds and ensure that at least 20% of new units are reserved for 30% of AMI or below and 20% are reserved for 50% of AMI or below. (Ongoing).
- In particular, **CDLAC** should make new housing construction for extremely (ELI) and very-low income (VLI) households a priority. It should adjust its current stated preference of 60% of AMI and instead require that at least 20% of the units are 30% of AMI or below and 20% are at 50% of AMI or below.
- Within the Homeless Set-Aside (provision of allocated units) - **CDLAC** should require that 25% of total units (minimum of 15) meet the homeless definition, not just the tax credit units.



Strategic Priority #4: Extend covenants of affordability to preserve affordable housing supply and fund ELI tenancy

A significant portion of the Bay Area’s affordable housing units are not permanently affordable. Instead these units have covenants, that if not extended, expire and the housing resets to market rate. This phenomenon displaces lower income tenants and puts them at risk of homelessness. Thousands of once affordable units have been lost in the Bay Area because affordable covenants were not renewed.

In addition to the loss of existing affordable housing units, most affordable housing is not designed to be affordable by Bay Area residents with extremely low incomes (below 30% AMI). Given our region’s exorbitant housing costs, affordable housing developments typically house tenants with household incomes at higher levels (e.g. a development’s tenants have incomes that average 60% AMI). Because their incomes are lower, households at or below 30% of AMI require deeper subsidies. Similarly, formerly homeless individuals or families may have extremely low incomes and may also need supportive services (either short-term or longer-term) to remain housed and successfully thrive after having endured the hardship of being homeless for an extended time.

Detailed call to action

- The **State of California** should, with **Federal funding and partnership**, provide funding to secure affordable housing properties for which covenants of affordability are expiring and provide funding for existing complexes to more deeply subsidize rents and fund supportive services to serve ELI and formerly homeless individuals and families (no later than July 2021).

PRIORITIES FOR IMPLEMENTATION: PREVENT



Strategic Priority #5: Extend eviction protections

In 2020, the COVID-19 crisis devastated the region, with a disproportionate impact on the lowest income individuals and families, particularly BIPOC households. The rent burden – already high – on the low income (< 50% AMI) and extremely low income (<30% AMI) populations was exacerbated by COVID-related job losses and financial hardship this year. To prevent a massive eviction crisis, eviction moratoriums were enacted at the local and state levels, including California’s AB 3088 in September 2020. In late January 2021, the California Legislature passed SB 91 to extend the state-wide eviction protection until June 30, 2021. Keeping people in their existing homes is critical to reducing spread of the coronavirus. Research led by Dr. Kathryn Leifheit of UCLA estimates that **our current statewide emergency eviction protection law has already prevented 186,000 COVID-19 cases and 6,000 deaths**, so we recommend minimally that eviction protections remain in place until at least 60 days after the end of the public health emergency is lifted. However, we also know that higher rates of COVID-19 related income and job loss have disproportionately impacted ELI households, particularly African American and Latinx households. These impacts are likely to linger for some time after the pandemic subsides and the economy begins to stabilize. If history is an example, homelessness began to increase three years after the 2008 Great Recession “ended” as unemployment remained stubbornly high for Blacks and Latinos.

Detailed call to action

- **The State extended eviction protections for California’s renters and enacted a framework for its rental assistance program with SB 91.** The State Legislature should monitor COVID-19 infection rates and rates of unemployment for the highest impacted groups. If both remain high that should be taken into account before allowing the current state-wide eviction protection to expire on June 30, 2021. The State should also take action to close loopholes in the current eviction protections and prevent landlords from evicting tenants for lease expirations or minor lease violations until the pandemic health emergency ends.
- **The Biden-Harris Administration** acted by Executive Order to direct the Centers for Disease Control (CDC) to extend the national eviction moratorium, which it did until March 31, 2021. The CDC later extended that eviction protection until June 30, 2021. We call on the CDC to further extend and improve the national eviction moratorium. The moratorium must be extended through the duration of the public health emergency, and it should be improved to address the shortcomings that have prevented some renters from making use of its protections. The moratorium should provide an automatic, universal protection to keep more renters throughout the U.S. in their homes and it should apply to all stages of eviction. Federal agencies must also actively enforce its protections. An extension to the CDC order could prove to be vital to Californians if the CA Legislature fails to extend the state-enacted eviction protections beyond June 30, 2021.
- **All Counties** should enact a universal eviction protections that last until at least 60 days after the County lifts its COVID-19 public health emergency (Immediate). Tenants should not be evicted during the pandemic for any reason, except for the protection of health and safety. Evictions for lease expirations, minor lease violations, move-in or Ellis Act evictions, or anything short of personal safety should not be permitted during the pandemic.
- **Counties and cities** should consider imposing fines or penalties on property owners that continue to send Notices to Pay or Quit or 3-Day eviction notices to tenants for non-payment of rent, if the property owner

is knowingly using notices to intimidate or confuse tenants in an effort to encourage them to move out, despite the fact that non-payment of rent is not currently permissible as a grounds for eviction at this time.



Strategic Priority #6: Accelerate cash payments to people impacted by COVID-19

While high-wage workers have experienced a 4.3 percent decrease in employment during the pandemic, low-wage workers have suffered a 26.9 percent decrease, a historically unprecedented divide during a recession. With the pandemic wearing on and economic recovery slow, ELI and minority households are being hit hardest, many with insufficient income to cover their basic needs as a result of pandemic-related job loss. Substantial evidence shows that direct cash assistance is the most effective, responsive, and targeted way to support ELI households and prevent them from becoming homeless. Priority #6 advocates for recurring cash payments and enhanced unemployment benefits for ELI households at the federal level. In the absence of further federal intervention, Priority #6 intends to highlight a path for California to expand and enhance refundable tax credits to provide additional income to ELI households. This priority also acknowledges the major intersection between ELI households and the unbanked population (individuals not served by banks due to financial or identity barriers) in California and aspires to address barriers to households claiming their benefits, so they have the resources needed to weather the pandemic.

Detailed call to action

- RIC Coalition joins income security advocates, in coalition with the Economic Security Project (initiative aimed at bolstering economic security for all Americans), calling for federal recurring cash payments of \$2,000 quarterly through 2021 or until the employment rate stabilizes.
- The State of California should approve the Governor's proposed Golden Gate Stimulus of \$600 for California residents who qualify for the state Earned Income Tax Credit on their 2019 tax returns.
- Federal government should extend emergency unemployment insurance programs through September 2021 while providing a \$600 per week unemployment insurance supplement.
- If the Federal effort described above is unsuccessful, state legislators should pass legislation to extend and expand refundable tax programs to maximize income for ELI households. Refundable tax programs are specifically highlighted because they do not impact household income eligibility for public benefit programs. This may include:
 - Removing the earnings requirement and age parameters for the Child Tax Credit (tax credit for parents with dependent children)
 - Doubling the California Earned Income Tax Credit (refundable cash back credit for qualified low-to-moderate income working Californians) for workers without children
- Address the barriers faced by under- and un-banked populations in accessing benefits by offering no-fee checking accounts or other distribution methods.



Strategic Priority #7: Provide targeted rental assistance to those impacted by COVID-19, who are most vulnerable to homelessness

Priority #7 aims to prevent the impending wave of evictions that could occur when the moratoriums eventually are lifted. We must ensure that the number of people becoming homeless in the Bay Area does not accelerate due to pandemic-related income loss and the inability to keep up with rent. SB 91 averted an immediate crisis by extending eviction protections until June 30, 2021. California also received \$2.6 billion in federal rental assistance from the in the form of U.S. Treasury Emergency Rental Assistance Program (ERAP) funds. Counties and cities with populations of >200,000 received roughly \$1.1 billion and the State received roughly \$1.5 billion. But still, millions of California renters will be burdened by amassed rental arrearages, small claims court judgments and lingering unemployment that will hobble them financially for an extended period of time.

Detailed call to action

- The State of California created a block grant program to distribute its \$1.5 billion portion in new COVID-response rental assistance. Although the framework for the State's program is complex, for tenants who have cooperative landlords it offers an opportunity not only to have the program pay the landlord 80% of the rent arrearage, but to have the other 20% forgiven if the landlord wishes to participate. However, for tenants whose landlords refuse to participate, it permits only 25% of their arrearage to be paid. The State has made an effort to prioritize based on equity and to households earning at or below 50% AMI. The recent Biden-Harris "American Rescue Act" package included an additional \$30 billion in ERAP funds. We urge the State to improve upon its current framework for rental assistance (enacted in SB 91) to ensure equal outcomes for all tenants and to implement the targeting strategies outlined below.
- The statutory language that authorized the ERAP allocation allows assistance to be provided to households earning up to 80%AMI, but indicates that households at or below 50% of AMI as well as those which have a household member who has been unemployed for 90 days or more should be prioritized. With hundreds of thousands of Californians behind on rent, there will be a gravitational pull to assist people at the full range of allowable income levels. However, in order to prevent a massive surge in homelessness later in 2021-2022, rental assistance must be targeted to those most at risk of homelessness. Local rental assistance programs should prioritize the following:
 - ELI households (<30% AMI)
 - Households with severe rent burden (>50% of income spent on rent)
 - Households or individuals who have had a previous experience of homelessness
 - Census tracts or zip codes with high rates of housing insecurity or homelessness, high rates of eviction, high rates of COVID-19 infection, high rates of poverty and/or a high area deprivation index
 - Hard to reach communities (e.g., those who have language barriers and people who are in informal living arrangements); and
 - Groups that don't have access to other benefit programs (e.g., undocumented immigrants)
- Any new or expanded rental assistance program should include the following elements:
 - Low-barrier flexible cash assistance, including acceptance of self-certifications regarding income, housing and, employment status. Programs should permit payment directly to the household if the

landlord refuses to accept rental payment from the program or fails to respond within the prescribed time period

- Access to landlord mediation or legal services as needed
- Effective and culturally relevant outreach:
 - Partner with, and build capacity of, BIPOC led community organizations located in and serving impacted communities while expanding the ecosystem of organizations providing program services
 - Co-design outreach processes with CBOs that serve the hardest hit communities and offer access at common intersections with people at-risk of homelessness including food pantries, schools/day care, housing court, community health clinics, institutional discharging or correctional system release. Coordinate with COVID-19 vaccination outreach efforts to maximize efficiency.
 - Work with community groups representing tenants and people who have experienced homelessness, to inform prioritization and policies.
- Tackle racial disparity
 - Collect and publicly report disaggregated data on households served by race, ethnicity, and zip code.
 - Remove barriers that disproportionately impact BIPOC: accept applications by all methods - online, phone, in-person; do not limit assistance to one-time only; be explicit on all materials that information regarding immigration status will not be asked for nor shared at any time during the process.
- Fill gaps caused by ERAP funding constraints with other sources of public (e.g., CDBG-CV or ESG-CV) or private funds to offer more holistic housing stabilization plans to families and individuals.

See [“Local Strategies to Protect Tenants and Prevent Homelessness in Bay Area COVID-19 Emergency Rental Assistance Programs\(ERAPs\)”](#) for more detailed recommendations.



Strategic Priority #8: Accelerate targeted, data-informed regional prevention model

Prior to the pandemic, the Bay Area had the distinction of having more than 35,000 people who were homeless. With massive job and income loss among low wage workers due to the pandemic, many of whom were severely rent-burdened, we can expect that poverty and homelessness will rise in 2021. In 2019, two to three people were becoming homeless for every one person who was successfully assisted to move from homelessness to housing in the Bay Area. We desperately need a regional homelessness prevention system to slow down the rate at which people are becoming homeless; this starts by coordinating resources and services within the region. Priority #8 aims to build upon prevention efforts and infrastructure that already exist and to create a program for coordinated service delivery. All Home has launched a pilot in three cities - Oakland, Fremont and San Francisco - to facilitate a research and data-informed approach that focuses on using new federal ERAP funding to target those who are most vulnerable to homelessness. The pilot is intended to extend into Contra Costa County later in 2021, in advance of full implementation and coverage of all nine Bay Area counties within three years. Ultimately, the goal is to blend public and private funds and bring about a higher degree of coordination among anti-eviction/displacement, rental subsidy, homelessness prevention, diversion, and rapid-rehousing programs in the region.

Detailed call to action

- Since September 2021, All Home in partnership with RIC members and others has embarked on a consensus-building design process to launch its homelessness prevention pilot. In order to maximize the opportunity to align federal ERAP funding with homelessness prevention efforts, All Home accelerated its regional homelessness prevention efforts to launch by April 2021. The pilot is a work in progress to build consistency in best practices for risk assessment and service delivery, using a common data platform and evaluation framework. Initially the regional homelessness prevention program model will include the following services:
 - Financial assistance – flexible cash assistance, rental arrears, rental assistance, security deposit, move-in expenses, reunification or relocation expenses, transportation expenses
 - Eviction prevention/legal assistance
 - Utility assistance
 - Housing problem-solving
 - Landlord mediation and connecting residents to advocacy organizations
 - Linkages to other community resources and public benefit programs
- As the program reaches its full implementation, the following services will also be provided:
 - Assistance with housing search, placement, and stabilization, including limited term rental subsidies and case management
 - Financial counseling
 - Income stabilization through workforce development partnerships
- Implement a three-county pilot regional homelessness prevention system that is rolled out with an eye toward regional expansion to all nine Bay Area counties. The pilot offers the following elements:
 - Emphasis on reducing racial and ethnic disparities among households that are experiencing homelessness for the first time through targeted financial assistance and program design:
 - Targeting resources to racial/ethnic groups facing high rates of homelessness (in the Bay Area, Black, Indigenous, Latinx and Pacific Islander communities) and groups that don't have access to other benefit programs.
 - Meeting non-traditional needs, for instance offering interventions that stabilize support networks or kinship networks, as defined by marginalized communities, to include chosen families.
 - Addressing funding/program gaps that exist for undocumented immigrants.
 - Ensure effective and culturally relevant outreach as described above in Strategic Priority #7.
 - Reducing barriers to long-term success by connecting households to economic mobility programs and eliminating limitations on "one-time only" assistance because an ELI household may encounter one or more periods of economic shock on the way to getting back on their feet.
 - Common program elements as discussed above.
 - New, web-based data platform for applicants and service providers which includes:
 - Online financial assistance application portal

- Evidence-based risk assessment tool that promotes effective and efficient targeting of services to those who are at highest risk³ of homelessness.
 - Back-end service provider module for case management, management approvals and fund disbursements.
 - Consistency in staff training in housing problem-solving/diversion techniques and learning collaboratives to promote cross- county collaboration and sharing of useful resolution ideas.
- Evaluate program efficacy of the initial three-county level programs and adapt as necessary to expand to the regional scale within three years.
- All Home, in collaboration with regional partners and local jurisdictions, will work to identify and collaborate with a regional entity with the capacity to manage a regional homelessness prevention system for the long-term. In 2020, the Bay Area Housing and Financing Authority (BAHFA) was established by the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC). BAHFA is positioned to provide a powerful new set of financing and policy tools to improve housing affordability and may be well suited to play this role in the future.
- Combine public and private funding streams to maximize the prevention system’s function and flexibility At the federal, state and local levels, there are many programs that support homelessness prevention, each having slightly different eligibility and other requirements – Emergency Solutions Grants (ESG and ESG-CV), Community Development Block Grants (CDBG and CDBG-CV), new U.S. Treasury Emergency Rental Assistance Program (ERAP), State Homeless, Housing, Assistance and Prevention (HHAP), CalWorks Homeless Assistance Program, local tax measure funds that are required to be spent on homelessness prevention. These funding streams should be streamlined so that they can be used more flexibly and holistically to keep people housed. Currently, private and philanthropic funds are used to fill gaps and provide the flexibility for the program to meet each household’s needs. The goal of a regional homelessness prevention program is to leverage these funds in the creation of a public-private partnership that weaves together a stronger, more viable safety net that is truly available and capable of preventing a household from becoming homeless or quickly assisting with the resources necessary to find alternative housing, regardless of where one lives in the Bay Area.

³ Female Head of Household, pregnancy, child younger than two, history of public assistance, eviction threat, high mobility in last year, history of protective services, high conflict in household, disruptions as a child (e.g. foster care, shelter history as youth), shelter history as an adult, recent shelter application, seeking to reintegrate into community from an institution, high number of shelter applications.

IMPACT METRICS & TRACKING

We have developed a series of impact metrics to track progress against our 8 strategic priorities, while systematically advancing All Home's vision and informing forthcoming work. These metrics will be reviewed on a regular cadence and progress will be shared back to counties, stakeholders, and RIC members.

- **Overall**- Reduce unsheltered homelessness by 75% by 2024, overall homelessness by 75% by 2030
- **System flow**- % of new episodes, PIT count, eviction rate, # of days between shelter and permanent exits
- **Availability**- # of interim housing units, # of permanent housing solution units, # of prevention interventions by 2024 and 2030, utilization rate over time (match of resources available to interventions needed in each category)
- **Diversity**- Homelessness population segmentation and population comparison by race/gender/age to reduce disparity
- **Employment**- ELI unemployment rate, income levels
- **Data**- Consistency in format and metrics across region, clear indicators of coordinated efforts among Bay Area counties
- **Revenue**- Match of funding available with needs to implement priorities

Furthermore, we will track stakeholder perceptions of progress through an annual survey to RIC members to measure the extent to which they believe goals are being met. We will also convene counties on a quarterly basis, and other stakeholder groups on an ad hoc basis, to review progress and identify barriers to be mitigated. We will also draw on those with lived experience to understand their perceptions of system efficacy (access to resources, employment opportunities, etc.) and provide real-time tracking.

HomeBase research finds that a regional data sharing system would enhance the ability of jurisdictions and care providers to conduct local planning, measure outcomes and investment impacts, and support care and support coordination. Data enrichment options that allow identifiable client-level data sharing across jurisdictions would have an even greater impact by creating opportunities to coordinate across systems of care—ensuring individuals have continuity without having to restart the process of seeking help every time they transition to a new location.

Therefore, it may be helpful to establish a regional data sharing system utilizing existing research and tools developed by Homebase to enhance the ability of jurisdictions and care providers to conduct local planning, measure outcomes and investment impacts, and support care and support coordination across cities and counties.

Cumulatively, advancement across these metrics will enable the broader social change we are committed to enacting: increasing racial equity, inclusivity of all communities, greater economic and social mobility, shifting our paradigm to recognize ELI people's value, and highlighting regionalism as imperative to driving progress.

INTRODUCTION TO THE REGIONAL IMPACT COUNCIL

LETTER FROM THE CO-CHAIRS

The Regional Impact Council (RIC) convened in 2020, when our members – from across the Bay Area – organized around the belief that homelessness can be rare, brief, and non-recurring for those that experience it. We believe a coordinated regional response is needed to advance system level changes to solve poverty, housing insecurity, racial inequity and homelessness crisis facing our region and state.

The COVID-19 pandemic has exacerbated the already large chasm in economic equality and mobility in the Bay Area, impacting vulnerable communities that are disproportionately Black, brown, Indigenous and low income. As a region our experience of COVID-19 is unequal. For affluent professional workers, the recession’s direct economic impact has been minimal. Indeed, the wealth of some in the professional class has gone up since the pandemic. For Black, brown and Indigenous communities and extremely low-income populations, this recession is worse than the Great Financial Crisis of 2008-2010. The true impact of historic unemployment, racial injustice, and the continued economic pressure on small businesses will be an uphill challenge. The magnitude of these changes has forced us to explore systemic solutions previously deemed too bold. We must seek new solutions and advance them more quickly than what the Bay Area’s jurisdictions have tried before.

The RIC complements existing efforts around homelessness and housing by bringing together key stakeholders, and policymakers across a diversity of communities and sectors including representatives from the state legislature, local government, non-profit organizations, the business community and private philanthropy with their collective assets to achieve population-level regional outcomes.

The urgency has never been greater, and we are eager to get to work. We view the Bay Area’s regional response to the COVID-19 pandemic as an example of what our region can accomplish when we join together to address a shared challenge. After the current public health crisis, we will remain committed to our goals: house and stabilize those experiencing or at risk of homelessness, prevent future episodes of homelessness, and create economic prosperity across the region so that ELI individuals and families can thrive in the Bay Area.



Derecka Mehrens
Chief Executive Officer,
Working Partnerships USA



Jonathan Fearn
Senior Development Director,
Greystar



Joshua Simon
Chief Executive Officer, East
Bay Asian Location
Development Corporation



Sherilyn Adams
Executive Director
Larkin Street Youth Services

RIC MEMBERS

REGIONAL IMPACT COUNCIL MEMBERS

The RIC is a coalition across the nine-county Bay Area. The council includes 85 leaders that work in state and local legislation, direct service provision, affordable housing, labor, economic mobility, racial equity and private sector businesses.

Our collective goal: Share, develop and mobilize against regional solutions to House and Stabilize, Prevent, and enable our most vulnerable populations to Thrive.

CO-CHAIRS

Derecka Mehrens, Chief Executive Officer, Working Partnerships USA

Jonathan Fearn, Senior Development Director, Greystar

Joshua Simon, Chief Executive Officer, EBALDC

Sherilyn Adams, Executive Director, Larkin Street Youth Services

STEERING COMMITTEE

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Andreas Cluver, Secretary-Treasurer, Alameda County Building Trades Council

Ariane Hogan, Associate Director of Local Government Affairs, Genentech

Belia Ramos, Supervisor, Napa County 5th District

Candace Andersen, Supervisor, Contra Costa County

Cindy Chavez, Supervisor, Santa Clara County

Dave Cortese, State Senator, California

David Chiu, State Assemblymember, California

Diana Reddy, City Councilmember, Redwood City

Diane Burgis, Chair, Board of Supervisors, Contra Costa County

Eddy Zheng, Founder & President, New Breath Foundation

Erin Connor, Manager, Cisco Crisis Response

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Jim Spering, Supervisor, Solano County

Jim Green, Senior Vice President, Government Affairs and Public Policy, Salesforce

Jim Wunderman, CEO, Bay Area Council

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Sam Liccardo, Mayor, City of San Jose

Scott Weiner, State Senate, California

Susan Gorin, Supervisor, Sonoma County

Therese McMillan, Executive Director, Association of Bay Area Governments (ABAG)/Metropolitan Transportation Commission (MTC)

Warren Slocum, Supervisor, San Mateo County

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Marc Trotz, Consultant
Margot Kushel, MD, UCSF Benioff Homelessness and Housing Initiative
Ophelia Basgal, Vice-Chair, San Francisco Foundation Board
Tramecia Garner, Associate Director for Housing and residential Programs, Swords to Plowshares
Will Dominie, Impact Manager, BARHII
William Rogers, CEO, SF-Marin-San Mateo Goodwill

TECHNICAL COMMITTEE

Adrian Covert, Vice President of Public Policy, Bay Area Council
Alan Dones, Managing Partner, Strategic Urban Development Alliance
Amy Sawyer, Policy Advisor on Homelessness, Office of Mayor London Breed
Brandy Jenkins-League, Program Manager, Bay Area Community Services (BACS)
Bruce Ives, CEO, LifeMoves
Carolina Reid, Assistant Professor, Department of City and Regional Planning, UC Berkeley
Cynthia Nagendra, Executive Director, UCSF Benioff Homelessness and Housing Initiative
Daniel Saver, Assistant Director for Housing and Local Planning, MTC/ABAG
Darnell Cadette, Director, Community, Chan Zuckerberg Initiative
David Low, Policy & Communications Director, Destination Home
Donna Allen, Pastor, New Revelation Church
Heather Hood, Vice President and Market Leader -Northern California, Enterprise Community Partners
Jackie Downing, Executive Director, Crankstart
Jacky Morales-Ferrand, Director of Housing, City of San José
Jamie Almanza, Executive Director, Bay Area Community Services
Katherine Harasz, Executive Director, Santa Clara County Housing Authority
Kelly Dearman, Executive Director, SF in Home Supportive Services Public Authority
Kerry Abbott, Director, Homeless Care and Coordination, Alameda County
Kris Stadelman, Director, NOVA Workforce Board
Lavonna Martin, Director, Health, Housing, and Homeless Services, Contra Costa County
Louise Rogers, Chief, San Mateo County Health System
Malcolm Yeung, Executive Director, Chinatown Community Development Center
Maryann Leshin, Deputy Director, Housing and Community Development Department, City of Oakland
Michael Gause, Ending Homelessness Program Manager, Sonoma County
Nevada Merriman, Director of Policy, MidPen Housing Corporation
Pedro Galvao, Policy Director, Non-Profit Housing Association of Northern California (NPH)
Peter Radu, Homeless Policy Director, Office of the Mayor, City of Oakland
Randy Tsuda, President & Chief Executive Officer, Alta Housing
Shola Olatoye, Director, Housing & Community Development, City of Oakland
Sparky Harlan, CEO, Bill Wilson Center
Tim Chan, Group Manager - Station Area Planning, BART
Vaughn Villaverde, Associate Director of Health Policy, Working Partnerships USA
Vivian Wan, Chief Operating Officer, Abode Services
William Pickel, Chief Executive Officer, Brilliant Corners
Zak Franet, Youth Policy & Advisory Committee Member, City and County of San Francisco

ALL HOME STAFF

Tomiquia Moss, Chief Executive Officer

Ken Kirkey, RIC Project Lead, Chief Partnership Officer

Charlie Sun, Chief of Staff

Gail Gilman, Chief Strategy Officer

Jay Banfield, Chief Economic Mobility Officer

Joanne Karchmer, Chief Impact Officer

Terrance Thompson, Director, Regional Homelessness Prevention System

ACKNOWLEDGEMENTS

The Co-Chairs wish to acknowledge the invaluable contributions of everyone that has contributed to developing the Regional Action Plan and that continue to support the Regional Impact Council.

GLOSSARY

AB – 15 – COVID-19 relief: Tenancy: Tenant Stabilization Act of 2021

This bill would extend the definition of “COVID-19 rental debt” as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and December 31, 2021. The bill would also extend the repeal date of the act to January 1, 2026. The bill would make other conforming changes to align with these extended dates. By extending the repeal date of the act, the bill would expand the crime of perjury and create a state-mandated local program. (CA legislature)

AB – 16 – Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021

This bill would state the intent of the Legislature to enact the Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021 to address the long-term financial impacts of the COVID-19 pandemic on renters, small landlords, and affordable housing providers, ensure ongoing housing stability for tenants at risk of eviction, and stabilize rental properties at risk of foreclosure. This bill would include legislative findings and declarations in support of the intended legislation. (CA legislature)

AB – 3088 – Tenancy: rental payment default: Mortgage forbearance: state of emergency: COVID-19

This bill, the Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020, would, among other things, until January 1, 2023, additionally apply those protections to a first lien mortgage or deed of trust that is secured by residential real property that is occupied by a tenant, contains no more than four dwelling units, and meets certain criteria, including that a tenant occupying the property is unable to pay rent due to a reduction in income resulting from the novel coronavirus. (CA legislature)

AMI – Average Monthly Income

Most federal and State housing assistance programs set maximum incomes for eligibility to live in assisted housing, and maximum rents and housing costs that may be charged to eligible residents, usually based on their incomes. HUD’s limits are based on surveys of local area median income (AMI)

CA BCSHA – California Business, Consumer Services and Housing Agency

The Business, Consumer Services and Housing Agency assists and educates consumers regarding the licensing, regulation, and enforcement of professionals and businesses in California.

CalHFA – California Housing Finance Agency

Established in 1975, CalHFA was chartered as the state’s affordable housing lender. The Agency’s Multifamily Division finances affordable rental housing through partnerships with jurisdictions, developers and more, while its Single Family Division provides first mortgage loans and down payment assistance to first-time homebuyers.

CEQA – CEQA – California Env. Quality Act

CEQA, or the California Environmental Quality Act, is a statute that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those impacts, if feasible.

The purpose of CEQA is to: Disclose to the public the significant environmental effects of a proposed discretionary project, through the preparation of an Initial Study (IS), Negative Declaration (ND), or Environmental Impact Report (EIR). (CA Office of Planning and Research)

CDBG-CV – CARES Relief Community Development Block Grants

Congress provided \$5 billion in the CARES Act for the Community Development Block Grant (CDBG) program to states, metropolitan cities, urban counties, and insular areas. (HUD)

CDLAC – California Debt Limit Allocation Committee

CDLAC's programs are used to finance affordable housing developments for low-income Californians, build solid waste disposal and waste recycling facilities, and to finance industrial development projects (CA State Treasurer's Office)

ESG-CV – CARES Relief Emergency Solutions Grants

These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance. The funds will also support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. (HUD)

HCD – California Department of Housing and Community Development

The California Department of Housing and Community Development awards loans and grants to public and private housing developers, nonprofit agencies, cities, counties, state and federal partners. This money supports the construction, acquisition, rehabilitation, and preservation of affordable rental and ownership homes, provides permanent supportive housing options as well as stable, safe shelter for those experiencing homelessness. (HCD)

HUD – US Department of Housing and Urban Development

LI, VLI, ELI – Low Income, Very Low Income and Extremely Low Income

Low-income applicants earn less than 80% of the area median

Very low-income applicants earn less than 50% of the area median

Extremely low-income earn less than 30% of the area median

NGO – Non-government Organization

PHA – Public Housing Authority

The U.S. Department of Housing and Urban Development (HUD) administers Federal aid to local housing agencies (HAs) that manage the housing for low-income residents at rents they can afford. HUD furnishes technical and professional assistance in planning, developing and managing these developments. (HUD)

PSH – Permanent Supportive Housing

Permanent Supportive Housing (PSH) is a model that combines low-barrier affordable housing, health care, and supportive services to help individuals and families lead more stable lives. PSH typically targets people who are

homeless or otherwise unstably housed, experience multiple barriers to housing, and are unable to maintain housing stability without supportive services. (National Health Care for the Homeless Center)

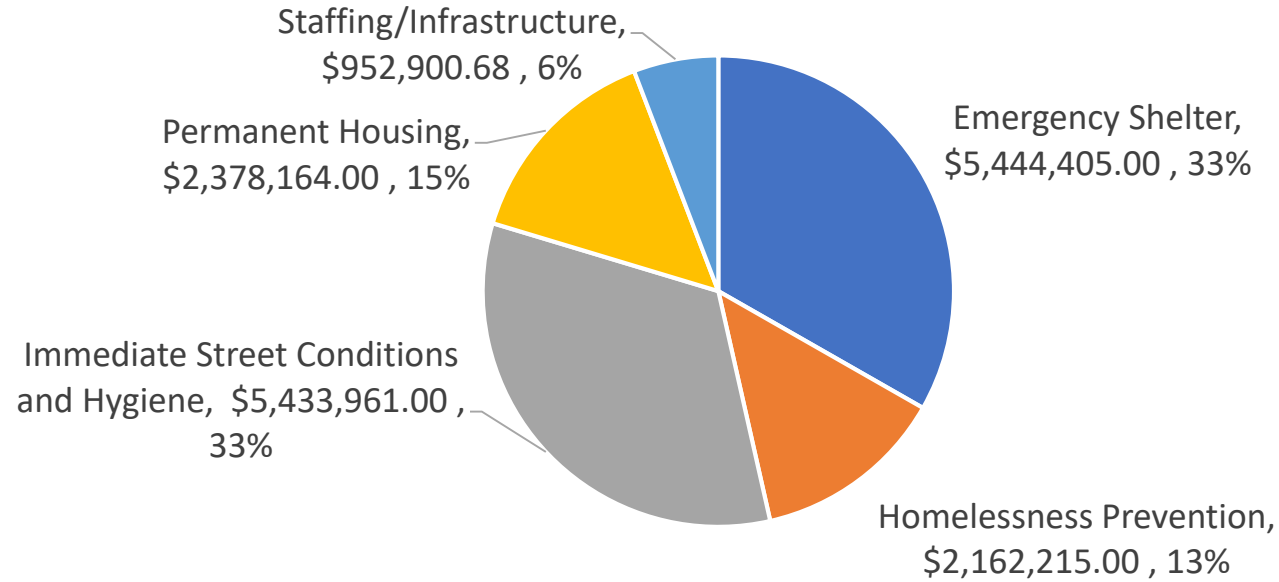
TCAC – California Tax Credit Allocation Committee

The California Tax Credit Allocation Committee (CTCAC) administers the federal and state Low-Income Housing Tax Credit Programs. Both programs were created to promote private investment in affordable rental housing for low-income Californians. (CA State Treasurer’s Office)

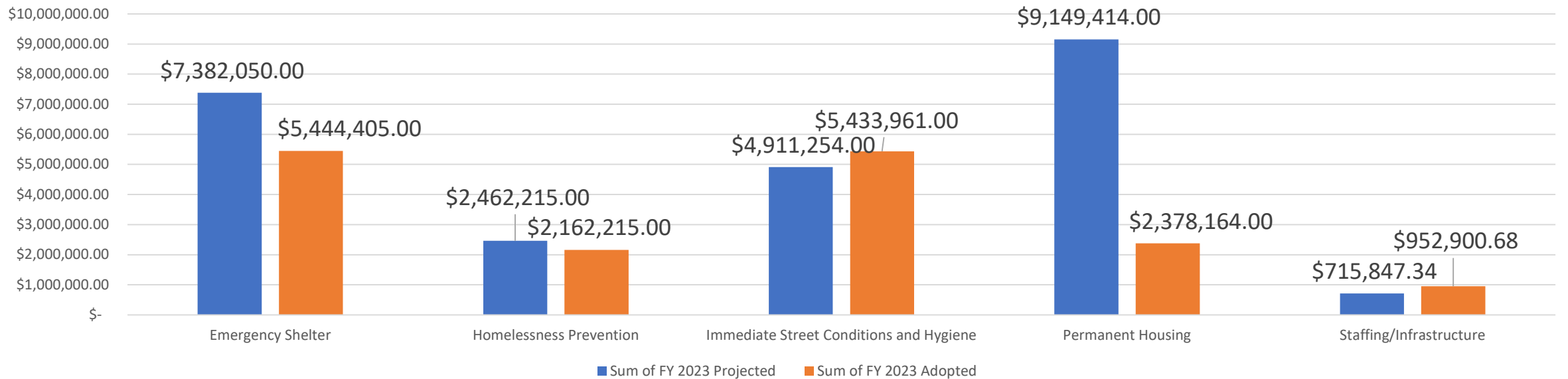
Section 8 / HCV – Section 8 Housing Vouchers

The housing choice voucher program is the federal government’s major program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants are able to find their own housing, including single-family homes, townhouses and apartments. Expanded rental assistance like the Housing Choice Voucher (HCV) program is a substantial component of any strategy to address the severe housing shortage and instability faced by ELI renters. Seventy-three percent of current HCV recipients are extremely low-income (HUD, 2018).

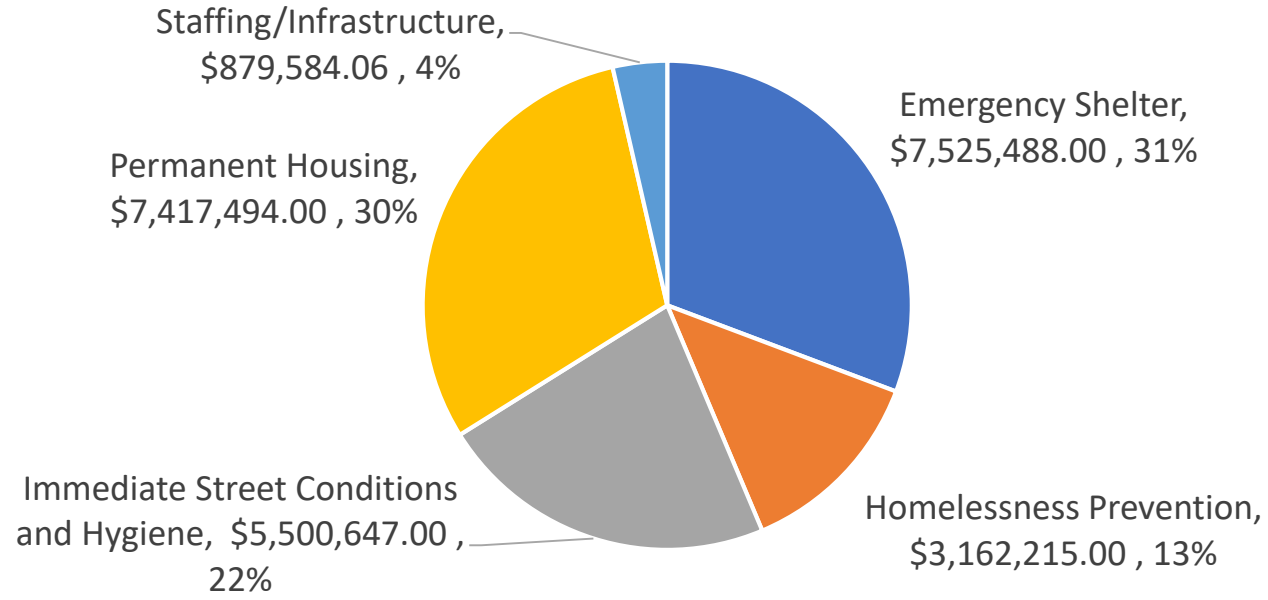
FY2023 Projection based on Category of Spending



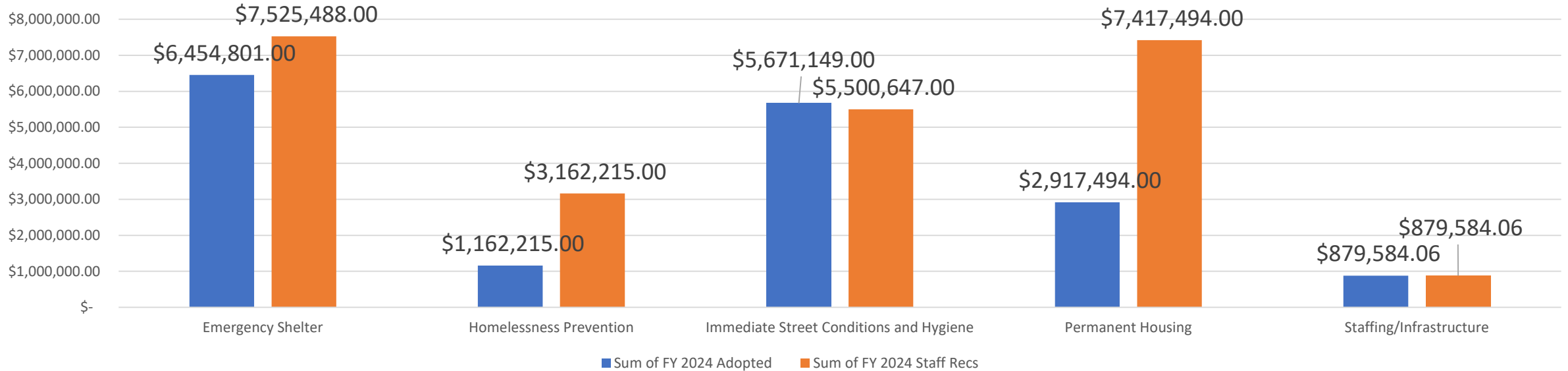
FY2023 Adopted and FY2023 Projected Spend Down



FY2024 Staff Recommendations by Category of Spending



FY2024 Adopted Budget & FY2024 Staff Recommendations



Staffing Infrastructure

Program	FY 2023 Adopted	FY 2023 Projected	FY 2024 Adopted	FY 2024 Staff Recs
CMO: Homeless Services Coordinator	\$ 196,348	\$ 196,348	\$ 202,899	\$ 202,899
Finance: Accountant II	\$ 178,858	\$ 178,858	\$ 193,441	\$ 193,441
HHCS: 50% Senior Management Analyst	\$ 113,085	\$ 113,085	\$ 116,560	\$ 116,560
HHCS: 2 Year Limited Term Community Services Specialist II	\$ 207,439	\$ 103,719	\$ 209,513	\$ 209,513
Training and Evaluation	\$ 133,334	\$ -	\$ 133,334	\$ 133,334
One-Time Use of Measure P for Nexus Community Programs	\$ 23,837	\$ 23,837	\$ 23,837	\$ 23,837
Reimagining Public Safety: Conduct a service needs assessment based on 911 and non-911 calls for service, dispatch, and response and capacity assessment of crisis response and crisis-related services	\$ 100,000	\$ 100,000	\$ -	\$ -
Public facilities improvement	\$ -	\$ -	\$ -	\$ 800,000
TOTAL	\$ 952,901	\$ 715,847	\$ 879,584	\$ 1,679,584

Emergency Shelter

Program	FY 2023 Adopted	FY 2023 Projected	FY 2024 Adopted	FY 2024 Staff Recs
Dorothy Day House Shelter	\$ 566,000	\$ 566,000	\$ 566,000	\$ 566,000
Pathways STAIR Center	\$ 2,499,525	\$ 2,499,525	\$ 2,499,525	\$ 2,499,525
Berkeley Food and Housing Project - Men's Housing Program	\$ -	\$ -	\$ -	\$ 170,502
YSA Tiny Home Shelter at 742 Grayson Street	\$ 78,000	\$ 78,000	\$ 78,000	\$ 78,000
Shelter at 1720 San Pablo Ave Lease	\$ 1,011,900	\$ 1,011,900	\$ -	\$ -
Shelter at 1720 San Pablo Ave Supportive Services	\$ -	\$ 883,200	\$ 908,796	\$ 908,796
Berkeley Emergency Storm Shelter (Winter Shelter)	\$ -	\$ 612,559	\$ 950,000	\$ 950,000
Old City Hall Sprinkler system	\$ 186,500	\$ 216,201	\$ 350,000	\$ 350,000
Inclement Weather Shelter	\$ -	\$ -	\$ -	\$ 400,000
One-Time Use of Measure P for Nexus Community Programs	\$ -	\$ 412,185	\$ -	\$ 412,185
Reimagining Public Safety: Funding to organizations for Respite from Gender/Domestic Violence	\$ 882,480	\$ 882,480	\$ 882,480	\$ 882,480
701 Harrison Transition - Site Security	\$ 220,000	\$ 220,000	\$ 220,000	\$ 220,000
TOTAL	\$ 5,444,405	\$ 7,382,050	\$ 6,454,801	\$ 7,525,488

Homelessness Prevention

Program	FY 2023 Adopted	FY 2023 Projected	FY 2024 Adopted	FY 2024 Staff Recs
COVID-19 Emergency Housing Assistance - Housing Retention Program (EDC)	\$ 1,000,000	\$ 1,300,000	\$ -	\$ 2,000,000
Anti-Displacement Programs (Legal Assistance, Housing Retention Program, Flexible Housing Funds) (100k to BACS HRC; 275K to EDC and remaining to EBCLC) - tranferred to U1	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000
One-Time Use of Measure P for Nexus Community Programs	\$ 262,215	\$ 262,215	\$ 262,215	\$ 262,215
TOTAL	\$ 2,162,215	\$ 2,462,215	\$ 1,162,215	\$ 3,162,215

Immediate Street Conditions and Hygiene

Program	FY 2023 Adopted	FY 2023 Projected	FY 2024 Adopted	FY 2024 Staff Recs
Fire: 5150 Response & Transport	\$ 1,321,605	\$ 1,321,605	\$ 1,556,857	\$ 1,556,857
Dorothy Day House Drop In	\$ 182,000	\$ 182,000	\$ 182,000	\$ 182,000
Coordinated Entry System (BACs HRC)	\$ 1,000,000	\$ 150,000	\$ 1,000,000	\$ 829,498
BDIC Locker Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
LifeLong Medical - Street Medicine	\$ 525,000	\$ 525,000	\$ 525,000	\$ 525,000
DBA- Homeless Outreach Worker	\$ 40,000	\$ 40,000	\$ 40,000	\$ 40,000
Downtown Streets Team	\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000
Homeless Response Team	\$ 918,149	\$ 918,149	\$ 920,085	\$ 920,085
Portable Toilets	\$ 96,000	\$ 96,000	\$ 96,000	\$ 96,000
One-Time Use of Measure P for Nexus Community Programs	\$ 976,207	\$ 976,207	\$ 976,207	\$ 976,207
Reimagining Public Safety-Expand Downtown Streets Teams as placement for low-level violations	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Equitable Clean Streets		\$ 327,293		\$ -
Expand the scope of services for the Downtown Streets Team to address the need for enhanced services around commercial and industrial areas in the Gilman District twice weekly	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
TOTAL	\$ 5,433,961	\$ 4,911,254	\$ 5,671,149	\$ 5,500,647

Permanent Housing

Program	FY 2023 Adopted	FY 2023 Projected	FY 2024 Adopted	FY 2024 Staff Recs
No Place Like Home - Scattered Unit Supportive Services	\$ 128,750	\$ -	\$ 105,000	\$ 105,000
Hope Center - Mental Health Services	\$ 71,250	\$ 71,250	\$ 95,000	\$ 95,000
Permanent Housing Subsidies / Shallow Subsidies	\$ 1,600,000	\$ -	\$ 1,600,000	\$ 1,600,000
Project Homekey Reservation (round 3)	\$ -	\$ 8,500,000		\$ -
1367 University Avenue Step Up Housing Project	\$ -	\$ -	\$ 539,330	\$ 539,330
Russell Street Residence Acquisition	\$ -	\$ -	\$ -	\$ 4,500,000
One-Time Use of Measure P for Nexus Community Programs	\$ 578,164	\$ 578,164	\$ 578,164	\$ 578,164
TOTAL	\$ 2,378,164	\$ 9,149,414	\$ 2,917,494	\$ 7,417,494

City of Berkeley Monitor Evaluation Summary

Agency Name: Bay Area Community Services (BACS)
Program Name: Stair Navigation Center, North County HRC
Contract Period: 7/1/19-6/30/23

1. Agency Strengths/ Other accomplishments during the contract period (FY20-FY23):

BACS has improved operations while maximizing organization productivity. They have provided services and programs that are focused on achieving results that lead to client success. The agency collaborates closely with Berkeley homeless services agencies recognizing the importance in providing services and essential programming that meets the needs of the community. Over the past couple of years, BACS has been flexible in responding to changing and challenging, especially throughout the COVID-19 pandemic. Moreover, BACS took affirmative steps in hiring small minority owned business as exemplified through their contract with Extreme Janitorial at STAIR Center.

BACS operates the Stair Navigation Center as a low barrier shelter that utilizes a harm reduction model. The current contract period (FY20-FY23) encompasses more than 2 ½ years of delivering services during the COVID-19 pandemic. During this time, the STAIR shelter census was reduced by approximately 50% to maintain 6' social distancing per CDC and local guidance. The City partnered with BACS to plan, prepare and respond to COVID-19. Agency staff: 1) participated in weekly County and monthly City shelter calls covering COVID updates (CDC, CDPH and local guidance) and best practices; 2) provided COVID-19 education to participants; 3) distributed PPE; 4) referred positive cases to the County's Isolation Hotels; 5) provides weekly COVID-19 testing and 6) hosts monthly vaccine clinics. BACS Stair continues to provide many of these services and is increasing the number of beds available to accommodate more people. It expects to reach pre-COVID bed capacity level by May 2023.

2. Have agency financial reports been submitted on time?

Over the past year, BACS has improved its timeliness in submitting reports. As of this report, all due financial reports have been submitted.

3. Is the agency responsive to requests for information, forms, revisions to reports, etc.?

In general, BACS responded to City requests for information. Some City requests have required additional time for BACS to respond.

4. Has the agency met its service measures and outcomes according to the contract requirements?

BACS service delivery was impacted by the COVID-19 pandemic. Some outcomes were met.

5. Does City staff know of any areas of concern that haven't been addressed satisfactorily? Please consider any external or City monitoring efforts that have resulted in unaddressed findings.

City staff monitored Bay Area Community Services (BACS) for program period July 1, 2020 - June 30, 2021. During the monitoring, staff identified 3 findings, 10 concerns and 3 recommendations. BACS provided requested documents and information and has satisfied all of the monitoring findings.

City of Berkeley Monitor Evaluation Summary

Agency Name: Bay Area Community Services (BACS)
Program Name: Stair Navigation Center, North County HRC
Contract Period: 7/1/19-6/30/23

6. Did the agency have significant vacancies for an extended period of time?

BACS has experienced staff vacancies during this period. BACS continues to look for new ways to recruit and retain staff.

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

"AMENDMENT" CCO 2

Contract# 31900273	Vendor# 20561
---------------------------	----------------------

CONTRACTOR NAME: Bay Area Community Services (BACS)

Subject of Contract: Homeless Services – Housing Resource Center

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution # 69949	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # BL-009235

Requisition # _____ (Hard copy attached) **Purchase Order #** 22201839

Budget Code 128-51-504-530-0000-000-444-636110-; 011-51-507-506-0000-000-459-636110-; 016-51-504-530-0000-000-444-636110- and 011-51-504-535-5002-000-444-636110- **Council Approved Amount \$** 9,760,274

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** 2,181,785.00

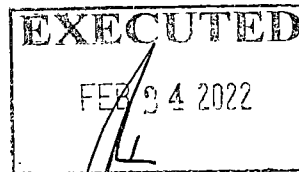
If Yes, Purchase Order # 22201839

Original contract amount	\$ <u>6,936,500</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>555,220</u>
Amount added by this amendment	\$ <u>2,268,554</u>
Total/cumulative contract amount after amendment	\$ <u>9,760,274</u>
Contingency	\$ <u>0.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$ <u>9,760,274</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- | | | | | |
|----|---|---------------------------|------------------|-------------|
| 1. | Brittany Carnegie <u>Brittany Carnegie</u> | HHCS | 510-981-5415 | 12/20/2021 |
| | Project Manager (PRINT NAME/SIGN) | Department | Phone No. | Date |
| 2. | Ann Song <u>Ann Song</u> | | | 2/3/2022 |
| | Department Administrative Officer/Accounting (PRINT NAME/SIGN) | | | Date |
| 3. | Lisa Warhuus <u>[Signature]</u> | | | 2/4/2022 |
| | Department Head (PRINT NAME/SIGN) | | | Date |
| 5. | Josh Roben <u>[Signature]</u> | | | 2/14/2022 |
| | Contract Administrator (PRINT NAME/SIGN) | | | Date |
| 6. | Sharon Rama-Murty <u>Sharon Rama-Murty</u> | <u>APPROVED VIA EMAIL</u> | | 2/22/2022 |
| | Budget Manager (PRINT NAME/SIGN) | | | Date |



Routing continues to the following persons, who sign directly on the contract:

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418> Rev 4/2021

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

- 7. **City Manager** *(Will not sign unless all signatures and dates appear above)*
- 8. **City Clerk:** Destruct _____ Review _____

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

**City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)**

Bay Area Community Services (BACS)
Contractor
390 40th Street
Address
Oakland, CA 94609
City/State/Zip

<p align="center">Amended Contract Number: <u>31900273</u></p>

Contract Amendment Authority

- Resolution # 69949 Original Resolution # 68,810, #69,910, #69107 #69465, #69379
- Ordinance # _____ (if appropriate)
- City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: Change in program activities
- Change of Dollars: Original Amount: \$2,600,000 Amended Not to Exceed Amount: \$9,760,274

Change of Contract Term

Change as of This Amendment or Extension:

From: _____ To: _____

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: _____ To: _____

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	<u>\$N/A</u>	_____	_____
General Liability	<input type="checkbox"/>	<u>\$2,000,000</u>	<u>7/1/2022</u>	_____
Automobile	<input type="checkbox"/>	<u>\$1,000,000</u>	<u>7/1/2022</u>	_____
Workers Comp.	<input type="checkbox"/>	<u>\$1,000,000</u>	<u>7/1/2022</u>	_____
Bond	<input type="checkbox"/>	<u>\$N/A</u>	_____	_____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Monday, February 21, 2022 4:49 PM
To: Roben, Josh
Cc: Murty, Rama; Dupaya, Maricar C.; Rosete, Michelle
Subject: Fwd: Contract Amendment: BACS - Homeless Svcs. HRC (CCO 2)

Josh,
Budget Final-Approved.
Sharon

Sent from my iPhone

Begin forwarded message:

From: "Murty, Rama" <RMurty@cityofberkeley.info>
Date: February 19, 2022 at 6:15:34 PM PST
To: "Friedrichsen, Sharon" <SFriedrichsen@cityofberkeley.info>
Cc: "Dupaya, Maricar C." <MDupaya@cityofberkeley.info>, "Rosete, Michelle" <mrosete@cityofberkeley.info>
Subject: Contract Amendment: BACS - Homeless Svcs. HRC (CCO 2)

Budget Initial – Approved

Notes:

Authorizing Council Resolution 69,949-N.S.
Scope: Homeless Services – Housing Resource Center
Term: 7-1-19 to 6-30-23
Current Contract Amount: \$7,491,720
Amendment Amount: \$2,268,554
Revised Contract Amount: \$9,760,274
Council Approved Amount: \$9,760,274

Funds are in Budget Codes: 128-51-504-530-0000-000-444-636110-, 011-51-507-506-0000-000-459-636110-, 016-51-504-530-0000-000-444-636110-, and 011-51-504-535-5002-000-444-636110-

Contract Change Order released on 2/17/22.

Rama Murty, Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on July 1, 2019 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Bay Area Community Services (BACS) ("Contractor") a company, doing business at 390 40th Street, Oakland, CA 94609.

WHEREAS, City and Contractor previously entered into Contract Number 31900273, dated July 1, 2019, which Contract was authorized by the Berkeley City Council by the City Manager of the City of Berkeley.

WHEREAS, on June 30, 2020, by Resolution No. 69483-N.S., and by Resolution No.69465-N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

WHEREAS, on June 29, 2021, by Resolution No. 69949-N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Article 1 is amended to read as follows:

SCOPE OF SERVICES

Scope of services has been amended and is described in Exhibit A, which is attached to and made part of this Contract.

2. Article 2 is amended to read as follows:

TIME PERIOD OF CONTRACT

This Contract shall begin on July 1, 2019 and end on June 30, 2023. The City Manager of the City may extend the term of this contract by giving written notice.

3. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$2,980,144 in FY20; \$1,940,672 in FY21; \$3,781,785 in FY22 and \$1,181,785 in FY23 for a total contract not to exceed \$9,760,274. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

4. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

In all other respects, the Contract dated July 1, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By Paul Bonser
City Manager

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF BERKELEY 10/2019

Registered on behalf of the City Auditor by:
[Signature]
Finance Department

Attest:

Michael Muehl
~~Deputy~~ City Clerk
ASST.

CONTRACTOR

Jamie Almanza
Name (Printed)

By [Signature], CEO
Signature and Title

**EXHIBIT A
SCOPE OF SERVICES**

Agency Name: Bay Area Community Services (BACS)
Contract Period: Annual scope of a 4-year contract covering FY 2020 to FY 2023
Program Title: North County Housing Resource Center

A. Agency-Wide Requirements

- 1. Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
- 2. Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
- 3. Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Jamie Almanza
- 4. Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
- 5. Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs.

The Community Funding Program is incorporating and refining positive impact measures into our contract processes including reporting, contract monitoring

activities and evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in **Attachment C**;
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: North County Housing Resource Center

The North County Housing Resource Center (HRC) will be the centralized access point for literally homeless residents of Berkeley, Albany and Emeryville to homeless services in the region. BACS will provide a full spectrum of housing & homelessness solutions activities, including rapid re-housing, housing problem solving, street outreach, and housing retention prevention services.

i. Contractor will perform outreach as described below.

No

Yes. BACS will provide sustained outreach services to people living in homeless encampments, places not meant for human habitation, and shelters in Berkeley, with the goal of getting them connected to appropriate housing services. BACS' outreach efforts will emphasize Housing Problem Solving to quickly end someone's homelessness while creating flow through Berkeley's continuum of care.

BACS will provide outreach services, Coordinated Entry assessments, housing problem solving, connection to temporary, interim or permanent housing, and connection to other resources, as desired/available/eligible.

BACS will fill shelter vacancies and short-term housing programs.

BACS will meet people 'where they are at', physically and emotionally, & provide non-judgmental compassionate support. BACS' priority will be client safety & client choice.

- ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.
- iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. BACS will make shelter reservations (BFHP's MHP and WOS, BOSS' Harrison House Singles, Dorothy Day House Veteran's Building and Emergency Storm Shelters, and YEAH! and Youth Spirt Artworks' Tiny Homes), transitional housing reservations (Fred Finch Youth Center and Options)

- b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.
- c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
- d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

BACS reviews the complaint/grievance process with each new client at intake and provides them access

Project Coordination with Coordinated Entry System
Contractor will comply with the following requirements:

Homeless Services Placements – (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)
Not Applicable

Residential Programs – (Year-round Shelter, Transitional Housing)
Not Applicable

Permanent Supportive Housing/Shelter Plus Care

- Accept all City of Berkeley funded placements from COB Shelter Plus Care Administration (COB)/HomeStretch (HS) Registry
- Eliminate criteria not inherent to the fulfilling program intention
- Agree to HomeStretch Permanent Supportive Housing Provider Roles and Responsibilities
- Adhere to COB S+C Policies and Procedures
- Attend COB S+C Operation Board Meetings
- Provide annual Service Match Report

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Monthly Meeting: Associate Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - Two Regional Coordination Meetings, with attendance by direct services representatives including supervisors and line staff.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

2. Project Description: Summary of Contracted Services

Bay Area Community Services (Contractor) will combine funding from the City of Berkeley, and funding from Alameda County Health Care Services Agency to serve as the North County Housing Resource Center (HRC), the centralized access point for literally homeless residents of Berkeley, Albany and Emeryville to homeless services in the region. BACS will provide a full spectrum of housing & homelessness solutions activities, including rapid re-housing, housing problem solving, street outreach, and retention services. Contractor will provide:

- A. Using **assessment and prioritization**, connect households experiencing homelessness to available services and resources, including matching to Coordinated Entry programs and resources, and referral to other mainstream resources.
 - I. Coordination and support of all people on the North County Housing Queue who are eligible and/or matched to Permanent Supportive Housing (PSH), Continuum of Care (CoC) and/or North County funded resources and mainstream system services (i.e. year-round shelter and transitional housing units in Berkeley, housing navigation, rapid rehousing, Substance Treatment Services,).
- B. Provide **outreach services**, including assessment and housing problem solving, to unsheltered households throughout North County including in Berkeley shelters and transitional housing programs;
- C. Support gathering **Housing and Public Benefits Portfolios** (a collection of core documents required for clients to access publicly-funded housing) for highly-prioritized households in North County;
- D. Provide intensive **health, housing and integrated services** ('housing bundle') to high need, Medi-Cal beneficiaries focused on obtaining and maintaining permanent housing;
 - I. Intensive housing navigation services for chronically homeless, Medi-Cal eligible beneficiaries and/or other prioritized homeless populations;
 - II. Creation of Work Plans with community clinic/health home agency providing care.
- E. Administer Housing Problem Solving **flexible funding** for clients experiencing homelessness and to help resolve their housing crisis (housing problem solving);
- F. Operate a primary **Housing Resource Center (HRC)** that includes client drop-in hours Monday, Wednesday, and Friday and phone access Monday - Friday from 9 a.m to 5 p.m. and coordinate additional HRC access points including street outreach teams, key regional health, housing, and human service partners, and warm transfers from 2-1-1;
- G. Participate in **North County Regional Coordination Meetings** twice a **month** that includes multidisciplinary regional partners, to coordinate care and focus resources in an effort to house the highest priority households
 - I. Assign staff to attend regional coordination meetings to provide real-time status and matching updates in Clarity;
- H. **Date Collection and Reporting**
 - I. Timely (within 3 business days) data entry in Clarity of assessments, program enrollment and exits to HRC services and management of the crisis or housing queue to reflect client status;
 - II. Work with City of Berkeley to develop a performance dashboard. Data dashboard elements shall be pulled from Clarity and/or CES tools and include:
 - a. Point-in-time and longitudinal trend analyses of number of clients receiving navigation (by funding source), their exit destinations, and their length of stay in the program;

- b. Point-in-time and longitudinal trend analyses of the number of clients receiving rapid rehousing assistance, their exit destinations, and their length of stay in the program;
 - c. Point-in-time and longitudinal trend analyses of assessments performed and the location/setting; Point-in-time and longitudinal trend analyses of the number of program referrals made to other CES resources (Shelter, Transitional Housing, SSI, AOD, Rep. Payee and EBCLC);
 - d. Point-in-time and longitudinal trend analyses of the number of landlords solicited for CES placements; and
 - e. Other performance metrics, as available in HMIS.
- III. Monthly Rapid Rehousing and Shallow Subsidy projections in excel by funding source that includes:
 - a. HMIS #;
 - b. Client name;
 - c. Housing Queue # at lease up;
 - d. Move in date;
 - e. Rent Amount;
 - f. Tenant Income;
 - g. Monthly projection through expected subsidy timeline.
- I. Participation in Alameda County and **North County CES meetings**:
 - I. North County Regional Coordination meetings;
 - II. Alameda County HRC ILC Meeting/CES Coordination; and
 - III. Monthly North County Operations Meetings
 - IV. Participate in other key meetings, as necessary
 - V. Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system
- J. Outreach to and **cultivation of landlords** in Berkeley and in the surrounding region and use of Landlord Incentive Pilot Project Funds;
 - I. Recruit, engage and maintain landlord participation to support permanent housing placements of participants on the North County housing queue who have supportive services and rental subsidies from HUD, MHSA rental assistance programs, and other scattered-site permanent supportive housing programs. Use of Landlord Incentive Funds (up to \$100,000 in General Funds) can be used as incentives to landlords for their willingness to work with client supportive programs and can cover expenses such as rental loss, and repairs and damages that exceed the security deposit.

These funds can only be disbursed if the landlord has agreed in writing to rent the unit to a North County HRC participant.

Eligible expenses include:

- a. New landlords - one-time payment of \$1,000, with a one-year lease agreement in place;
- b. Incentive to current landlords to provide additional units: one-time payment of \$500 per unit, with a one-year lease agreement in place;
- c. Cover rent losses or property damages above those covered by the security deposit - maximum \$4,000 paid out per unit;
- d. Pay one month of rent for a vacant unit (during turnover and while unit is being shown to North County HRC participants) to keep unit in North County HRC Portfolio.

Use of these funds will be tracked and provided to HCS monthly and will include amount of the expense paid to vendor or Landlord per unit with a brief detail of purpose of expense and subsequent tenant name.

- K. **Tenancy sustaining services** for previously homeless and disabled Medi-Cal beneficiaries who are moving into permanent supportive housing or at-risk of losing permanent supportive housing; and
- L. Contractor will inform participants of its **grievance policy** on request and at program enrollment.

2. Target Population:

2-1 Contractor shall primarily serve households who:

- a. Are living in Berkeley, Albany or Emeryville; AND
- b. Are literally homeless per HUD's definition of homelessness, using categories 1 (Literally Homeless) and 4 (Fleeing Domestic Violence) (see Attachment A-6); OR
- c. The program is designed to prioritize resources for the most vulnerable chronically homeless individuals with multiple disabilities, as determined by a prioritization tool adopted for county-wide use by Everyone Home.
- d. **Income Requirements and Documentation:** Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):
 - I. Documentation that verifies income;
 - II. Client Self-Certification of Income (see attached form); or
 - III. Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).
- IV. Presumed Category: Homeless

2-2 Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	736
b. Total number of Berkeley clients to be served:	690
c. Total number of Berkeley clients with disabilities to be served:	337
d. Total number of Berkeley homeless clients to be served:	690
e. Total number of Berkeley chronically homeless clients to be served:	337
f. Total number of Berkeley Female Heads of Household to be served:	225

3. Program Goals

- Help literally homeless households in assigned resource zone(s) obtain and maintain permanent, safe, and affordable housing in the community
- Maintain contact with literally homeless households in contractor’s resource zone(s) through outreach and engagement efforts, and ensure up to date contact and assessment information in countywide HMIS system
- Outreach to and engage unsheltered homeless households for support with obtaining housing documents and accessing public benefits, connection to temporary or permanent housing, and connection to other resources to help them end their homelessness
- Ensure resources assigned to contractor’s Resource Zone are matched to eligible households with highest priority per established Alameda County Continuum of Care (CoC) standards and practices, and as specified in the Alameda County Housing Crisis Response System Manual (See Attachment A-1)
 - **Permanent Supportive Housing (PSH):** matching conducted countywide by HCSA’s Home Stretch program using the Housing Queue
 - **Rapid Rehousing (RRH):** matching conducted by City of Berkeley using the Housing Queue and other established criteria.
 - **Transitional Housing & Emergency Shelter:** matching conducted by Contractor based on approved policies and procedures included in the Housing Crisis Response System Manual
 - **Housing Navigation & Emergency Shelter**
 - Matching conducted by City of Berkeley using the emergency shelter program roster and other established criteria. Contractor shall support shelter participants identified by the COB by meeting with participant at shelter location and conducting document collection and housing

search activities to rapidly move people into permanent housing.

- Capture data in real-time on all clients assessed for CES by street outreach and/or enrolled in HRC services to provide accurate assessment information, project enrollments and exits, current housing status, client and provider contact information, housing and benefits portfolio documents, and other relevant data

4. Terms of Service

1. All services defined under this contract shall be in adherence with the Continuum of Care's Housing Crisis Response System Manual ('**System Manual**') developed and maintained by Alameda County's Continuum of Care.
2. Housing Problem Solving flexible funding in this contract must adhere to Continuum of Care (CoC) policy.
3. All services defined under this contract shall be performed on behalf of the following **assigned resource zones**:
 - North County/Berkeley (including Berkeley, Albany, and Emeryville)
 - All services performed in this resource zone shall be on behalf of individuals only; families will be referred to the North County Families Resource Zone for services
4. The North County Housing Resource Center shall provide:
 - a. One **primary phone number** so that providers can connect with the HRC, and clients that have been assessed can provide updated information, etc. If staff are unavailable to answer the line, then messages shall be returned within three (1) business days. The phone number will be published as part of countywide marketing materials for provider and client follow-up.
 - b. Once an eligible client is referred for an assessment, the assessment shall be completed and entered into HMIS within 10 business days of the request.
 - c. Contractor shall provide a minimum of four consecutive **drop-in hours** a week.
 - The North County HRC will be open for drop-in hours a minimum of four hours a week and will be determined in consultation with City staff.
 - Drop-in hours must be **publicly advertised** and include capacity for serving both follow-up clients and new clients needing assessments.
 - Any proposed change in drop-in times or locations must be reviewed and approved by the City of Berkeley prior to implementation of the change.
8. **Outreach** staff shall support targeted caseloads of approximately 100 clients per 1.0 FTE at any given time.
9. HRC staff shall assist in contacting clients who have been matched to PSH opportunities through **Home Stretch** in an expedited manner so that required

housing documents can be updated and a referral made to the PSH provider within five (5) business days.

10. HRC staff shall be expected to collect **client contact information** in the following domains: 1) Emergency Contact; 2) Housing Navigator, Case Manager, Care Manager – primary service contact person at a point in time; 3) Primary Health Care Provider; 4) Public Benefits Advocate; and 5) Other Key Contacts. This information will be recorded in HMIS in the client profile contact tab and shall be entered or updated for all clients assessed, as information becomes known.
11. HRC staff shall attend service provider **trainings** as applicable to their role (i.e., EveryOne Home Certified Assessor trainings, Home Stretch Housing Navigator trainings, Care Connect Care Coordination Academies (previously named Problem Solving Learning Communities), etc.). 11A. Contractor providing outreach shall send staff to participate in City weekly outreach meetings as scheduled and have ongoing coordination with other Berkeley outreach teams
12. HRC managers and relevant front-line staff shall participate in Coordinated Entry System and funding transition planning efforts related to sustainability (HHAP, California Advancing and Innovating Medi-Cal (Cal-AIM), etc.) as appropriate.
13. Contractor staff shall participate in developing **best practices** countywide, including trauma-informed care and the involvement of family and community in client care plans.
14. Contractor shall participate in County-initiated **consumer feedback** and evaluation processes (e.g. small focus groups, surveys, etc.) as needed.
15. Contractor shall collaborate with selected providers of **Housing Legal Services** and **Housing Education and Counseling Services** so that these services may be delivered at HRC sites, or at other sites in the resource zone(s), in coordination with HRC staff.
16. Contractor shall collaborate with local **health care providers** to facilitate bidirectional referrals and care coordination, including facilitating their participation in regional care coordination meetings and By Name List care conferences.
- 17.
18. Contractor shall provide real-time (within three business days) **data entry** of all clients served in the Homeless Management Information System (HMIS). At a minimum, this includes the HMIS intake and project entries/exits, and HHIS bundle assessment forms and HHIS services, as applicable.

5 Funding Requirements

5-1 Coordinated Entry (CE) Requirement:

The U.S. Department of Housing and Urban Development (HUD) requires that Continuums of Care (CoC) establish and operate a coordinated entry (CE) process—and that recipients of CoC Program and Emergency Solutions Grants (ESG) program funding within the CoC's area must use that CE process. The requirement was established in the 2012 CoC Program interim rule (24 CFR 578) and the 2011 Emergency Solutions Grants (ESG) interim rule (24 CFR 576).

Details of the requirement, as well as additional policy considerations, are provided there and in several documents issued by HUD since:

- HUD Coordinated Entry Notice CPD-17-01 – Notice Establishing Additional Requirements for a Continuum of Care Centralized or Coordinated Assessment System (2017)
- HUD Prioritization Notice CPD-16-11 – Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing (2016)
- Coordinated Entry Policy Brief (2015)
- CoC Program interim rule: 24 CFR 578.7(a)(8)
- ESG interim rule: 24 CFR 576.400(d)
- HUD Equal Access rule: 24 CFR 5.105(a)(2) and 5.106(b)

The Alameda County Continuum of Care established a goal of full participation in coordinated entry processes by all entities and programs funded by monies controlled by a city or county department related to services and housing for the homeless and those at imminent risk of homelessness, especially for contracts for shelter, transitional housing, rapid rehousing, outreach, housing navigation, and service-enriched permanent housing.

5-2 Participation in Countywide Coordinated Entry:

Unless otherwise noted below, all programs that receive funding through this contract must participate in the county-wide Coordinated Entry (CE) process. Participation in CE means the following, and is subject to all standards set forth in the Housing Crisis Response System Manual:

- a. Notifying the relevant resource zone when vacancies occur or are expected in all participating programs.
- b. Filling all beds, units, program slots or other means of providing resources with referrals made by the designated CE entity, unless precluded by funder requirements.
- c. Accepting all referrals made according to the adopted CE policies that meet the established and approved criteria for the program.
- d. Providing explicit and timely rationale for the rejection of any and all referrals.
- e. Entering data into the HMIS system relevant to the CE process, including notifying the appropriate resource zone when vacancies/openings occur or are anticipated, when referrals are received, when they are accepted or rejected, and when individuals or households enroll or move in.
- f. Meeting timeliness standards for the posting, accepting, and/or rejecting of referrals.
- g. Participating in regional and/or countywide meetings to plan, assess, revise or improve the CE process.
- h. Such other requirements as may be specified in the System Manual.

6 Resource Zone Access Points

Contractor shall engage clients in their resource zone(s) at a minimum utilizing three primary access points, 1) the countywide call center- Contractor must provide capacity

to accept warm hand-offs from call center staff during regular business hours; 2) regional outreach teams will connect unsheltered households to their nearest HRC for further assessment (if unable to complete in the field), and for prioritization and matching to available resources, and will make every effort to stay in contact with assessed clients in the absence of connection to another program/resource; and 3) drop-in hours at HRCs, which shall include staff who are available to either conduct assessments during those times or schedule an assessment if one can't be completed that day.

Contractor shall ensure that all **access requirements** specified in Version 1.1 of the HUD Coordinated Entry Notice (see Attachment A-3) are met for their assigned resource zone.

7 Program Eligibility

Contractor shall serve households who:

- Are living in North County (Berkeley, AND
- Are literally homeless per HUD's definition of homelessness, using categories 1 (Literally Homeless) and 4 (Fleeing Domestic Violence) (see Exhibit A1-6); OR

8 Core HRC Activities

8-1 Housing Problem Solving: Housing problem solving conversations shall be conducted with all clients assigned to Contractor's Resource Zone, both at the time of assessment and during subsequent encounters. Housing problem solving is also an opportunity to update assessment information as one's circumstances change, in addition to active exploration of possible solutions to one's housing crisis. All substantive problem-solving conversations and referral information provided shall be documented in HMIS in the assessment notes/narrative section. This includes every time flex funds are utilized. The use of Flex funds also needs to be documented in Flex Fund HMIS Project.

For all clients seeking services, Contractor shall first conduct a screening for immediate safety risks and housing status and then provide a problem-solving conversation. Some housing problem solving will result in the need for (one-time) financial assistance to address the housing crisis. Contractor shall manage flexible funds for housing problem solving in its assigned resource zone(s), and shall document use of funds per individual/household (see Flexible Funds section below).

Contractor shall consult the HUD Housing Counseling page¹ as a resource and example of skills for staff to build related to housing problem solving, and as it pertains to Contract Deliverables set forth in Exhibit A.

8-2 City of Berkeley General Fund Flexible Resources:

Contractor has access to limited flexible funds. These funds can be used to assist

¹ <https://www.hudhousingcounselors.com>

service-eligible clients with various needs, including housing fee applications, identification cards, birth certificates, emergency needs (motel vouchers, food cards), transportation costs (clipper, AC bus pass, BART), move-in costs (security deposit, 1st month's rent, moving van/services, utility deposit), furniture, reunification paperwork, employment problem solving, and housing retention services. Contractor should leverage all available funding sources prior to using COB flex funds for move-in costs and housing retention services.

8-3 Assessment: After a client has received an initial **screening** for safety and housing status, Contractor shall **assess** and refer clients using the latest version of the standardized assessment tool available in HMIS.

The assessment tool utilizes HMIS intake and other criteria to prioritize households. Highest scoring households are prioritized for the system's most intensive resources. All households assessed shall be entered into HMIS regardless of whether the household does or does not subsequently enter a shelter or housing program. Assessment information entered shall include the documentation of housing problem solving conversations and referrals made, as indicated in Section 9-1 above. The tool will be administered in a standardized way, and Contractor shall provide reasonable accommodation for those with disabilities when administering the tool, as well as access translation services when needed.

8-4 Matching: Contractor shall work in partnership with City of Berkeley to and receive referrals (using the countywide assessment tool and Housing Queue for high-prioritized households into available services and housing resources, considering program eligibility, preferences, and client choice.

Contractor shall use the assessment tool and countywide prioritization to conduct matching to the following system resources: emergency shelter, transitional housing, rapid rehousing (RRH), and any other North County resource or program accepting referrals from the Housing Crisis Response System, including Supportive Services for Veterans Families (SSVF) resources. If possible, Contractor will track openings for system resources and make matches to programs through HMIS, but other coordination and communication tools may be used depending on HMIS operability. Contractor will work with shelter providers to maintain the Alameda Open Unit Report in HMIS. Such tools shall be developed and maintained by the Continuum of Care.

Contractor shall work in partnership with Home Stretch to contact clients and update housing match documents for any household in their region who has been matched to a permanent supportive housing opportunity, so that Home Stretch may refer that household to the housing provider within established timeframes.

Contractor must record in HMIS or otherwise document all matching and referral attempts made through Coordinated Entry for all project types assigned to their resource zone(s). Contractor will continue to use existing regional tools, reviewed by the County, until a standard county matching tool is available for use in HMIS.

Documentation of matching attempts must include, if possible, the following elements of information:

- Resource to be Matched
- Date of Notification of Resource Availability
- Client to be Contacted for Match
 - Date and result of each matching attempt (up to 5 attempts)

8-5 Crisis Queue, Housing Queue, and Regional Care Coordination Conferencing:

The Crisis and Housing queue is an up-to-date, dynamic list of all people experiencing homelessness that can be segmented in various ways to allow resource zones to know every person experiencing homelessness by name and facilitate efficient decisions around how best to refer them to health, housing, and human service resources. The crisis and housing queues should facilitate collaboration and communication among multidisciplinary teams and across agencies involved in the care of people experiencing homelessness. Case conferencing should also be used to gather up-to-date information in order to fairly and accurately prioritize households, and should include real time data entry and lookup in HMIS.

The Contractor is responsible for ensuring that care coordination conferences are held regularly and that the necessary agencies, organizations, and service providers participate. The Countywide Zone Coordinator or its designee shall be in attendance for each zone care coordination conference in order to coordinate matching to countywide resources such as permanent supportive housing, tenancy sustaining services, etc. Each resource zone shall identify, in partnership with the County, which organizations should be represented in care coordination conferences based on who serves clients in that zone. This may be a mix of agencies providing housing services as well as health care and human service providers. Additional guidelines and suggested best practices can be found in the System Manual.

8-6 Mainstream System Connections: Contractor shall help connect clients to other mainstream services within their designated resource zone(s), including public benefits and benefits advocacy, health care providers (mental and physical health), alcohol and substance use services, adult education, child care and children's services, eviction prevention and related legal services, food and utility assistance programs, financial literacy and credit counseling, employment services, and veteran resources. The services to which clients are referred will vary, depending on the needs identified in their assessment and the goals established in their housing plan. Contractor shall provide warm hand-offs to these resources whenever possible.

8-7 HRC Operations and Support Staff: Contractor shall apply budgeted funds (see Exhibit B-1) in support of HRC facility and operational expenses, including any additional support or management staff whose salaries are not included in the indirect cost rate.

9 Street Outreach

Contractor shall provide street outreach to locate and engage unsheltered individuals living in places not meant for human habitation, especially those who are unlikely to independently access services. Contractor shall work with the City of Berkeley to coordinate outreach teams in the region, ensuring each area of the region has been assigned to a team, using census tract maps, information from the CoC's most recent Point in Time count, and real time client location information found in the location tab in HMIS. Any agency receiving funds from this contract to conduct outreach shall provide an identified staff member or phone number that 2-1-1 can contact directly. Any agency receiving outreach funds from this contract shall only use funding for the purposes of conducting health and human service outreach to clients. Funding cannot be used for the purpose of conducting encampment closures or abatement. This does not include ongoing outreach conducted in advance of a scheduled encampment closure.

The intent of street outreach is to bring the 'front door' of the coordinated system to clients wherever they are, rather than requiring clients travel to physical housing resource center locations to access services. Staff conducting outreach shall be trained in both engagement techniques and screening and assessment so that they can conduct assessments in the field, as well as provide housing problem solving. Contractor will also obtain consent from clients and enter information into **HMIS**.

A project enrollment shall be completed for all clients outreached to who have been assessed, and all subsequent contacts that result in significant updates, must be entered into HMIS. The project entry will add the Outreach staff as a provider contact for that client. The date of engagement shall be used to identify the progression from contact(s) to establishing a client-provider relationship.

The **Client Location** tab shall be used to map locations frequented by clients, including the location of outreach contact(s). Providers will be expected to record in HMIS the current type of unsheltered living situation that most accurately applies to a client's regular sleeping location to the greatest extent possible. Addresses should be recorded as accurately as possible to help with locating clients and to produce countywide population geographic information on the types and amounts of unsheltered living arrangements in different parts of the County.

In addition to a project enrollment in HMIS for all clients outreached to, BACS shall complete the Berkeley Outreach Teams Google spreadsheet for each outreach attempt or encounter by the sustained outreach team. Tracking information should include the following:

- Date and Time of outreach encounter
- Specific location (even if person/s are not expected to be there again)
- Type of "set up" (vehicle, tents, structures, etc.)
- Unduplicated total number of people who appear to be living at location
- Unduplicated number of clients engaged per encampment

- Supplies delivered (specify item/s and quantity)
- Food delivered (specify quantities)
- COVID education provided
- Number of COVID-19 assessments
- Number of referrals made for further COVID-29 assessments
- Outstanding needs
- Other notes/next steps

Outreach tasks include developing rapport and building ongoing relationships with clients via regular and consistent contact; utilizing harm reduction and motivational interviewing skills to build trust and engage clients around priority felt and basic needs or emergency situations- food, health, income, transportation, etc.; providing psychological/emotional support for clients around obtaining housing and other resources (e.g. realistic expectations of wait times, eligibility questions, addressing fears/ambivalence, remaining hopeful, etc.); conducting assessments to determine needs and potential resources available to individuals in the County; helping clients link with HRCs and housing resources as desired and available; and helping clients link with public benefits, appropriate health care services, and legal resources as appropriate. Staff conducting outreach shall also helping gathering core housing portfolio documents, including state-issued identification cards or driver's license; and social security card. If the client is on the PSH target list, staff shall also help with; and verifications of homelessness, income, and disability. These activities are anticipated to occur primarily in the locations where unsheltered people sleep and/or congregate, rather than at HRC sites. See Attachment A-7, *REAL BASIC* support framework for outreach and other service provider responsibilities.

Staff conducting outreach are expected to stay in touch with as many unsheltered clients as possible on allocated resources (one outreach staff per 100 clients) until clients are sheltered or connected with a housing navigator or other care manager, in which instance a warm-handoff will be provided. In addition, outreach staff shall coordinate with navigators in locating clients who are not in program settings. Examples of this include maintaining information in HMIS (see section 3.11 under Terms of Service) identifying multiple methods for contacting the person, identifying other contacts that may know the person's whereabouts, and identifying locations where the person is likely to be found. Contractor shall be expected to provide flexibility in providing outreach services outside of regular business hours.

10 Rapid Rehousing

For Emergency Solutions Grants (ESG) funding (see Coordinated Entry Requirement section above), Contractor shall utilize this funding in accordance with established countywide CoC standards, as included in the System Manual, Attachment A-1 and the Alameda County Priority Home Partnership (PHP) City of Berkeley Manual, Attachment A-10. Current standards include matching clients to RRH from the Housing Queue and in conjunction with discussion between client and housing navigator to identify realistic housing options that consider the client's current and potential future income.

Contractor shall ensure that a housing stability plan is created for all RRH clients that outlines a reasonable path towards the client taking over his/her own rent in 9 months. The HRC Manager must review and approve the housing plan prior to an official match to the RRH intervention.

- A. Contractor shall maintain separate HMIS projects for City of Berkeley RRH and COB-ESG RRH expenditures.

11 Shallow Subsidy

For Shallow Subsidies, Contractor shall utilize this funding in accordance with the established baseline eligibility criteria:

1. At/near the end of RRH assistance or literally homeless, and:
2. At or below 30% AMI
3. Rent burden of at least 75% (if RRH)
4. No immediate or pending significant income increase expected within 12 months

Calculating Shallow Subsidy amounts:

1. Each eligible household will receive either a reduction in rent burden to 50% OR \$800, whichever comes first.
2. In other words, each household will receive the LESSER of (i) the subsidy amount that drops their total rent burden down to 50%, OR (ii) \$800.
3. Time limit of intervention: 18 months

Current standards include matching clients to shallow subsidies from the Housing Queue or enrolled in rapid rehousing and client cannot take over full payment, in conjunction with discussion between client and housing navigator to identify realistic housing options that consider the client's current and potential future income. Contractor shall ensure that a housing stability plan is created for all shallow subsidy clients that outlines a reasonable path towards the client taking over his/her own rent in 18 months. The HRC Manager must review and approve the housing plan prior to an official match to the shallow subsidy intervention.

12 Housing Navigation Services:

Housing navigators serve as the homeless individual's advocate throughout the housing process and provide a range of housing services that include tenant screening, assessment, and presenting housing options to the client; developing a housing support plan (using a countywide standardized plan template) to identify preferences and barriers to housing; searching for housing and assisting with applications and gathering required documentation; non-medical transportation to ensure access to housing options; identifying and securing resources for one-time move-in expenses; ensuring living environment is safe and ready for move-in; coordination of the move; establishing procedures and contacts to support housing retention in the community; and, for those unlikely to receive permanent supportive housing in Alameda County, honest conversations, resource planning, and/or relocation assistance to support the transition to self-sufficient permanent housing. The service bundle also includes helping the client access mainstream system resources

(i.e. health care services, support applying for public benefits; etc.). Housing navigation shall follow a Critical Time Intervention (CTI) approach with an emphasis on developing community supports that can be sustained after the navigation services end. Housing navigation shall also include ensuring connections to health care services as part of the client's support plan for housing stability. Community supports include reunification with family and/or friends, coordinating In-Home Support Services (IHSS) if needed, addressing housing barriers through a housing retention plan, and working with Housing Resource Center staff to ensure clients have access to additional resources for which they are eligible. Contractor will work with clients until they are housed, and will assist with a warm hand-off to service providers post-housing to the extent necessary for clients to retain their housing.

Wherever housing navigation stamps in HMIS are created as SSO project types, Contractor agrees to record housing move-in dates for all clients who exit to permanent housing by using the **Client Location tab** in Clarity. Specifically, Contractor shall record, for each instance of housing move-in over the course of a client's enrollment with the navigation service:

- The "Address Type" as "Home"
- The "Location Date" as the move-in date.
- The client's physical address.

Contractor agrees to do this for each housing navigation stamp in Clarity, irrespective of funding source.

13 COB Housing Navigation

Contractor will maintain a housing navigation caseload of 20-25 clients for every 1.0 FTE Housing Navigator. Housing Navigators shall meet with assigned client within 72 hours and create a Housing Support Plan. Housing Navigators shall meet with each client weekly and update or revise the goals and objectives as needed. Each client will have a unique plan tailored for each household, and the action steps needed to accomplish an individual plan will vary. The Housing Support Plan is informed by the Housing Assessment and the Household budget which are also prepared with the client. Depending on each client's situation and need they will be linked to mainstream services including SSI advocacy, and physical and/or mental health services.

Contractor must have a note describing the service in the client's record in Clarity on Client's Profile Page (a service is any action taken on behalf of providing services to a client, and includes phone calls, attempts to contact the client, etc.) and provide documentation in the event of an audit. If Contractor attempts to provide a service and can't make contact with its client for 3 months (90 days), then Contractor will need to dis-enroll client so that another client can be enrolled. Contractor should describe type

of contact in the Note Title, ie Face to Face contact; Outreach attempt; Phone call, left message; Phone call conversation.

14 Tenancy Sustaining Services

Tenancy sustaining services include identification and intervention for behaviors that may jeopardize housing; coaching on relationships with landlords; dispute resolution assistance; advocating and linking to eviction-prevention community resources; assistance with housing recertification; updating housing support and crisis response plans; support in household management skills; and providing support and education related to the psychological and practical transition into housing, addressing the change of 'home' and familiar location, the potential for isolation, how to pay bills, manage visitors and relationships, etc. Services are offered using housing-first evidence-based practices, and should support individuals to maintain housing and ensure they have the necessary tools to integrate into their communities, focusing on the core values of health, home, purpose, and community. In addition, Housing Care Managers will work closely with regional health care partners linked with these clients to meet their ongoing health care needs.

14-1 City of Berkeley (COB) Shelter Plus Care Tenancy Sustaining Services

Contractor agrees to:

- A. Accept all City of Berkeley funded placements from COB Shelter Plus Care Administration (COB)/HomeStretch (HS) Registry
- B. Eliminate criteria not inherent to the fulfilling program intention
- C. Agree to HomeStretch Permanent Supportive Housing Provider Roles and Responsibilities
- D. Adhere to COB S+C Policies and Procedures including Tenancy Sustaining Services Standards (See Att A-12)
- E. Attend COB S+C Operation Board Meetings
- F. Provide annual Service Match Report

Contractor must have a note describing the service in the client's record in Clarity on Client's Profile Page (a service is any action taken on behalf of providing services to a client, and includes phone calls, attempts to contact the client, etc.) and provide documentation in the event of an audit. Contractor should describe type of contact in the Note Title, i.e. Face to Face contact; Outreach attempt; Phone call, left message; Phone call conversation.

15. Housing Search:

BACS Housing Specialists shall cultivate relationships with landlords within Alameda County and throughout the broader region in order to develop a stock of housing units

that is affordable to homeless clients in housing navigation. Housing Specialists will assist in rapidly rehousing people on the Housing Queue.

16. Contractor Responsibilities:

Contractor is directly responsible for the following:

1. Contractor is responsible for implementing **Contract** consistent with adopted countywide standards and funding policies, including 1) referrals from central call center and where they go; 2) person(s) responsible for managing assessment, prioritization, and matching; 3) street outreach efforts and responses to requests for outreach and addressing health and safety issues with unsheltered persons in the region; 4) how complaints/grievances are handled in compliance with the System Manual; and 5) rapid rehousing and flexible funding standards of use and limitations.
2. Contractor is responsible for managing consistent **public communications** related to North County HRC services including transparent information sharing about available resources, eligibility and prioritization criteria, and service locations, drop-in times and phone numbers;
3. Contractor is responsible for ensuring all clients receiving services through the North County HRC have signed the North County Care Coordination Team Release of Information for privacy and data-sharing purposes. Contractor shall upload and maintain current ROIs in Clarity in the Release of Information tab in the Privacy page of the client's profile. Contractor shall maintain accurate records of clients who have signed the ROI, the date of signing, and when the ROI expires.
4. Contractor is responsible for implementing countywide policies and protocols regarding **transfer of care** within and across resource zones, as outlined in the System Manual;
5. Contractor shall maintain **HMIS projects** for the following services funded under this contract:
 - Housing Problem Solving Flex Funding

17 Contract Deliverables

Contractor shall provide the following services/deliverables. In addition, the projects defined under this contract are included in the RBA Committee's System Performance Measures (see Attachment A-8), and shall be evaluated quarterly by the Committee.

Future system measures may be revised or added through a joint process between County and EveryOne Home's Results Based Accountability (RBA) Committee.

18-1 Process Measures

PROGRAM DELIVERABLES	PERFORMANCE MEASURES	DATA SOURCE
<i>Housing Resource Center Core Tasks:</i>		
Contractor shall track # of households assessed and engaged through the HRC in assigned resource zone(s)	Unduplicated count of households served	# of Enrollments into HPS and Crisis or Housing Assessments in HMIS # of Clients Assessed in Region with a Primary Service Contact Person in HMIS
Contractor shall know by name all people currently experiencing homelessness in region	# of individuals on Housing Queue compared to most recent PIT count for region	HMIS and PIT Count
Contractor shall track # of assessments completed in the region during the reporting period	# of assessments completed	HMIS
100% of clients who come up for a match to an available resource shall have at least one (1) documented matching attempt by the HRC within 10 business days of notification of available resource	% of clients with at least one documented matching attempt within 10 business days	HMIS report, once established.
Contractor shall enter data accurately, completely, and in real time <ul style="list-style-type: none"> 100% of data entry in real time (within three business days of service delivery) for project entries/exits only 	% of records entered in real time for project entries and exits	HMIS (HUD Element)
Contractor shall track total # of housing problem solving conversations requiring financial assistance & amount of assistance required for all assistance over \$500	<ul style="list-style-type: none"> # of clients receiving flexible funding Amount of financial assistance received per household 	Flex Fund HMIS Report
<i>Street Outreach</i>		

Contractor shall track all outreach contacts during the reporting period	# of outreach encounters and hours	Monthly Client Log or HMIS Report
	Services/Resource provided by location and number served	Daily tracking of outreach efforts in AC County tracking tool or HMIS
Contractor shall facilitate successful transitions from unsheltered situations into sheltered ones	% of clients entering shelter, TH, or PH from an unsheltered situation after Outreach contact	HMIS (HUD element #7a.1, APR 23 a&b)
<i>Housing Navigation</i>		
Contractor shall keep Housing Navigation at a minimum 90% enrollment	No. of Housing Navigated clients enrolled each month	HMIS Report and Caseload Spreadsheet (Monthly Program Roster with case manager and client housing status)
Within 60 days of Housing Navigation enrollment, participants will have a completed housing plan	% of enrolled members with a completed housing plan within 60 days of enrollment	HMIS report

18-2 Outcome Measures

SERVICE DELIVERY	PERFORMANCE MEASURES	DATA SOURCE
<i>For Housing Navigation participants:</i>		
Contractor shall facilitate client's ability to maintain permanent housing in the community: <ul style="list-style-type: none"> 85% of clients will remain in housing 6 months post move-in 	% of clients who exit homelessness to permanent housing destinations and returns to homelessness at 6 months	HMIS (HUD Element)
<i>For all HRC projects under this contract:</i>		
Contractor shall facilitate job and income growth for homeless clients <ul style="list-style-type: none"> In RRH: 50% of clients will have an increase in income from project intake at annual/exit assessment Housing Navigation: 72% of clients will 	% of clients in HRC-related projects that increase or maintain income at annual/exit assessment	HMIS (HUD Element, APR Q 19a3) for all projects under this contract

maintain or increase their income from project intake at annual/exit assessment		
Contractor shall facilitate clients accessing mainstream benefits <ul style="list-style-type: none"> 80% of clients are enrolled in mainstream benefits 	% of clients in HRC-related projects with enrollment in mainstream benefits at annual/exit assessment	HMIS (HUD Element, APR Q20b) for all projects under this contract
Contractor shall facilitate clients enrolling in health insurance : <ul style="list-style-type: none"> 85% of clients are enrolled in health insurance 	% of clients in HRC-related projects enrolled in health insurance at annual/exit assessment	HMIS (HUD Element, APR Q21) for all projects under this contract

18-3 Reporting & Evaluation Requirements

Upon contract execution, Contractor shall participate in online RBA training and certify participation to County (<https://acphd.adobeconnect.com/p1sxn7sxd/>).

Contractor shall input data into the Homeless Management Information System (HMIS) and submit any reports requested by County financial or program monitors as needed or requested. Contractor shall comply with the reporting requirements of County, State, and Federal agencies, and applicable laws and regulations, as a condition of funding.

Contractor shall submit **monthly** reports with the following elements to document progress toward the deliverables above:

- **Current Caseload Spreadsheet**
 - Housing Navigation Caseload to include but not limited to: date on housing navigation match, client ID, client name, care coordinator, shelter program (if applicable), current housing status, housing queue score, status of housing support plan complete, in progress, or not yet started; matched to RRH or PSH status, PSH voucher name (if applicable)
 - Rapid Rehousing Caseload to include but not limited to: client ID, client name, care coordinator name, move-in date, housing location/type, rapid rehousing end date, tenant payment amount, Contractors' payment amount, amount of client flex funds used
 - Shallow subsidy caseload: client ID, client name, care coordinator name, move in/shallow subsidy start date, housing location/type, shallow subsidy end date, tenant payment amount, Contractors' payment amount, amount of client flex funds used
 - Tenancy Sustaining Services (TSS): client ID, client name, care coordinator name, TSS start date, housing location/type

- Client Removed List: include all clients removed from housing navigation, RRH, Shallow subsidy, or TSS caseload. The list shall include date of removal, client's unique ID, client name, care coordinator name, reason for removal.
 - Care Coordinator Caseload to include but not limited to; care coordinator name, staff position, current number of clients on caseload, date last updated.
- **Data Dashboard**
 - Data dashboard will be provided to COB staff the 2nd Monday of every month and will be discussed at the monthly COB/BACS meeting (2nd Tuesday of every month) and presented at the following monthly Operations Board meeting.
 - The dashboard will include the below information (See Attached example):
 - Number of CES assessments by month and location
 - Total clients served by program category
 - Client locations prior to entering North County HRC programs
 - Client exit locations
 - Number of clients on current caseloads
 - Demographics (race, ethnicity, gender, age, income)
 - **Housing Problem Solving HMIS Project Reports when available**
 - # of Housing Problem Solving conversations requiring Flex Funding
 - Total amount of Flex Funding used during reporting period
 - **Flexible Funding (Housing Problem Solving) in HMIS**
 - Flex funding, service expenditures will be recorded in HMIS according to HUD CoC standards for HPS data collection and reporting.

Street Outreach		Targets
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	1 FTE: 125 individuals annually
	Service Population: Proportion of individuals served that meet the criteria of chronic homelessness (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served (HUD Element Annual Performance Report/APR Q8a)	n/a
	Service Population: Proportion of households served that meet the criteria of chronic homelessness (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	50%
	Data Quality: Completeness. "Income and Sources at start". (HUD Element, APR 6c)	75%

With What Impact?	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	75%
	Are participants enrolled in health insurance? (HUD Element, APR Q21)	75%
	Are we helping people move indoors? (HUD Element, APR 23a&b)	50%

Rapid Re-Housing Program		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	observe
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	100%
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	90%
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	60% within 2 months
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	50%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	85%
	Are participants enrolled in health insurance? (HUD Element, APR Q21)	85%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	80%
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	<5%

Permanent Supportive Housing		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	Observe
	Service Population: Proportion of chronically homeless individuals served during (HUD Element, APR Q5a)	Observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	Observe

	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	Observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (APR Q18)	90%
With What Impact?	Are participants maintaining or increasing their income? (APR Q19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	78% (Inverse of the % of people with SSI at annual/assessment)
	Are participants enrolled in health insurance? (HUD Element, APR Q21)	90%
	Are we keeping people housed for one year or longer? (APR Q22a1)	>95%
	Exits to Homelessness: What proportion of exits are to homeless destinations? (APR 23a&b)	<10%

FY 2022 Service Measures and Outcomes Table				
Services			Outcomes	
Service Measures	UOS	Undup # Served (Berkeley)	Outcomes	Undup Expected to Achieve Outcome (Berkeley)
Landlord engagement	120	30	# of landlords solicited for involvement in CES	30
			% of landlords who rent to BACS	Observe
Referrals to Mainstream services	100	100	Clients successfully referred and engaged in mainstream services	100
Housing Navigation/Tenancy Sustaining Services Sessions	600	50	Exits to other permanent housing are increased by 10% over previous year	Based on Exits
			Clients maintain/retain their housing for over 6 months (95%)	Based on Exits
			Clients maintain/retain their housing for over 12 months (85%)	Based on Exits
			Clients maintain/retain their housing for over 3 years (65%)	Based on Exits
			Clients exit with earned income (40%)	Based on Exits
			Clients who enter with no income, exit with an income (30%)	Based on Exits
			Clients exit to known destination (95%)	Based on Exits

Service measures descriptions are below. Including frequency of service delivery (i.e. daily, weekly, monthly) and how the service is provided (i.e. one-on-one meetings; group sessions; classroom setting; client home visits; etc.)

Housing Navigation/Tenancy Sustaining Sessions	Housing Navigators/Tenancy Sustaining Services will provide housing placement and retention support. Housing Navigators/Tenancy Sustaining Services will meet with clients as often as necessary, minimally once a month.
Landlord engagement	The CES will increase its landlord and unit pool by engaging new and maintaining existing landlord partnerships. Emphasis to be placed on landlords willing to rent units or rooms affordable to high needs clientele.
Referrals to Mainstream services	Intake Workers and Housing Navigators will make referrals to mainstream services that include disability services, employment services, benefits, alcohol and other drug treatment, medical and mental health services. Additionally, referrals to Options Recovery Services Transitional Housing Program will be made. This service measure will not include referrals to SSI or Representative Payee Services.

Contract Outcomes Measurement Language

All Coordinated Entry projects shall record, within three days of the event:

- HMIS project enrollment for each client receiving a CES assessment. The date of engagement shall be used to identify the progression from contact(s) to establishing a client-provider relationship.
- HMIS project exit with exit destination for each client upon their becoming inactive or housed on the by-name list, exiting the streets to a sheltered living situation, or explicitly declining to receive further outreach services.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

All HMIS data is expected to be cleaned-up and quality assurance is completed no later than 30 days after the end of each quarter. If reporting requirements cannot be met by the deadlines, Contractor shall immediately contact the City of Berkeley with the reason for delay and the estimated date for report completion. It is within the discretion of City of Berkeley to extend any due date. **Lack of notification or failure to meet a deadline can result in withheld payment or fund reduction.** Contractor may include hardcopies but must include an electronic version of the report submission with each invoice to receive payment.

18-4 Additional Requirements

Certification/Licensure/ Confidentiality

- Contractor will maintain all required licenses and special permits issued by federal, state, and local agencies related to the services it provides.
- Contractor shall conform to all federal and state laws relating to confidentiality of patients' medical information, including but not limited to HIPAA and HITECH when applicable. (See Attachment A-9 - Business Associate Agreement between the City of Berkeley, and Bay Area Community Services).

**CES EXHIBIT B
TERMS AND CONDITIONS FOR PAYMENT**

City of Berkeley Annual and Quarterly Required CDS Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Statements of Expense are due monthly by:
 - August 31, for period ending July 31
 - September 30, for period ending August 31
 - October 31, for period ending September 31
 - November 30, for period ending October 31.
 - December 31, for period ending November 30
 - January 31, for period ending December 31
 - February 28, for period ending January 31
 - March 31, for period ending February 28.
 - April 30, for period ending March 30
 - May 31, for period ending April 30
 - June 30, for period ending May 31
 - July 31, for period ending June 30.

3. General Ledger and Statement of Revenues and Expenditures (for the Program) are due monthly by:
 - August 31, for period ending July 31
 - September 30, for period ending August 31
 - October 31, for period ending September 31
 - November 30, for period ending October 31.
 - December 31, for period ending November 30
 - January 31, for period ending December 31
 - February 28, for period ending January 31
 - March 31, for period ending February 28.
 - April 30, for period ending March 30
 - May 31, for period ending April 30
 - June 30, for period ending May 31
 - July 31, for period ending June 30.

4. Equipment Inventory Tracking Sheet is due by:
 - August 31, for the period covering July 1 to June 30.

5. Others... (reports are required if the box next to the report is checked)

Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data.

Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

- A. Monthly Rapid Rehousing Rent Rolls by funding source (ESG and GF)
- B. Monthly General Ledger with Landlord Incentive expenditure amounts by payee and tenant

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

Advance Payment Requests:

- The City of Berkeley may withhold payment of all or a portion of Contractor's advance payment request when the Contractor has not complied with provisions of the current Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of client service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations.
- Contractor shall submit all invoices within thirty (30) days following the expiration of this Agreement. All invoices submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the City of Berkeley. Any "obligations incurred" which are included in the invoice and paid by the City, but which remain unpaid by the Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the City.

Financial Controls, Records, and Audit:

- Contractor shall bear financial responsibility for the provision of services rendered to the target population.
- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the City and County. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- The continuation of this Contract and payments hereunder shall be subject to the availability of funds to the County of Alameda. Alameda County agrees to notify the Contractor in writing of any modifications related to changes in available funding.

Other Requirement:

Client Satisfaction Survey: The City of Berkeley Community Funding program is requiring that that all agencies incorporate a program-specific Client Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the program's survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident. Please See **Attachment C** for full details including required questions.

Attachments:

Contract Attachments:

- A. Income Documentation Instructions
- B. Agency Intake Form
- C. Client Satisfaction Survey Required Elements

CES Attachments:

- A-3 HUD Coordinated Entry Access Requirements
- A-6 HUD Homeless Definition
- A-7 *REAL BASIC* support framework for outreach and other service provider responsibilities
- A-8 RBA Committee's System Performance Measures
- A-10 Alameda County Priority Home Partnership (PHP) City of Berkeley Manual
- A-11 Alameda County Housing Crisis Response System Manual
- A-12 City of Berkeley Case Management Tenancy Sustaining Services Standards
- A-13 City of Berkeley Case Management Housing Navigation Services Standards

ATTACHMENT A. Income Requirements and Documentation Instructions

Reporting Income Levels:

Agencies must gather income data for each client served. Income data may be in the form of paychecks/stubs or other certification of income from work or benefits, or self-certification of income level. This method is preferred over presumed categories as it gives more accurate information about beneficiaries served at various levels, especially at the poverty level.

Unless your program has documentation that would support reporting a client under another category, use the following categories to report on clients served in particular "Presumed Benefit Categories":

- Abused Children – 30% of Area Median Income (AMI);
- Battered Spouses – 50% of AMI;
- Severely disabled adults – 50% of AMI;
- Homeless – 30% of AMI;
- Illiterate Adults – 50% of AMI;
- Persons with AIDS – 50% of AMI;
- Migrant farm workers – 50% of AMI;
- Elderly (62 years of age or older):
 - Center-based senior services – 80% of AMI;
 - Other senior services – 50% of AMI.

Keep files documenting the income of the clients you report as having served. Programs serving children must collect income verification from the adult responsible for the child. Nature/Location: If the clientele you serve would be presumed to have low or moderate incomes by virtue of the nature of the activity and the place it is carried out, for example, services for school children who all qualify for free or reduced lunch, report all beneficiaries as moderate income unless information is available that would support reporting such beneficiaries under another income category(ies). If an agency opts to use this method for reporting data, a detailed explanation is required.

Disabled: Persons with a condition(s) which substantially limits one or more activities of daily living, or a person having documentation of a disability or a person regarded as having such impairment.

Homeless: Use the following (HUD) definition to determine whether the client is homeless:

Living on or in:

- 1) the streets or other place not fit for human habitation (i.e. park, car, homeless encampment, abandoned building),
- 2) emergency shelter (includes hotel or motel paid for with an emergency shelter voucher),
- 3) transitional housing, and prior to that was homeless and living on the streets or in an emergency shelter, and upon leaving transitional housing has no resources to obtain permanent housing, or
- 4) living less than 30 days in a jail or institution, and prior to that had been staying in one of the three categories listed above.

Chronically Homeless: The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition, living on the streets or in a shelter who has either:

- 1) been continuously homeless for a year or more, or
- 2) has had at least four episodes of homelessness in the past three years.

FY2022 Income Level	Household Size					
	1	2	3	4	5	6
Poverty	\$12,880	\$17,420	\$21,960	\$26,500	\$31,040	\$35,580
Extremely Low (to 30% AMI)	\$28,800	\$32,900	\$37,000	\$41,100	\$44,400	\$47,700
Very Low (31-50% AMI)	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500
Low (51-80% AMI)	\$76,750	\$87,700	\$98,650	\$109,600	\$118,400	\$127,150

Source: HUD User FY 2021 Income Limits Documentation System
<https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>
 Department of Health & Human Services (HHS) 2021 Federal Poverty Level Chart:
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

AGE:

<input type="checkbox"/> 0 – 5 <input type="checkbox"/> 6 – 11 <input type="checkbox"/> 12 – 17 <input type="checkbox"/> 18 – 24	<input type="checkbox"/> 25 – 44 <input type="checkbox"/> 45 – 54 <input type="checkbox"/> 55 – 61 <input type="checkbox"/> 62 and over
---	--

ETHNICITY (Please also make a selection from the “RACE” options in the next box)

Hispanic / Latino(a): <input type="checkbox"/> Yes <input type="checkbox"/> No
--

RACE:

(Single Race Categories) <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black / African American <input type="checkbox"/> Native Hawaiian / Other Pacific Islander <input type="checkbox"/> White	(Multiple Race Categories) <input type="checkbox"/> American Indian / Alaskan Native AND Black / African American <input type="checkbox"/> American Indian / Alaskan Native AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black / African American AND White <input type="checkbox"/> Other or Multiracial (please specify): _____
---	---

OTHER CHARACTERISTICS

Check all that apply:					
<input type="checkbox"/> Female	<input type="checkbox"/> Male	<input type="checkbox"/> Other			
<input type="checkbox"/> Single Female Headed Family	<input type="checkbox"/> Disabled*	<input type="checkbox"/> Homeless*	<input type="checkbox"/> Chronically Homeless*		
*You must obtain verification or self-certification.					

CURRENT INCOME INFORMATION: (CIRCLE correct income level for the total household)

FY2022 Income Level	Household Size					
	1	2	3	4	5	6
Poverty	\$12,880	\$17,420	\$21,960	\$26,500	\$31,040	\$35,580
Extr. Low (to 30% AMI)	\$28,800	\$32,900	\$37,000	\$41,100	\$44,400	\$47,700
Low Income (31-50% AMI)	\$47,950	\$54,800	\$61,650	\$68,500	\$74,000	\$79,500
Moderate (51-80% AMI)	\$76,750	\$87,700	\$98,650	\$109,600	\$118,400	\$127,150

Source: HUD User FY2021 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
 & Department of Health & Human Services (HHS) 2021 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT E REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

INCOME CERTIFICATION

Interviewer: **Check** the income level of the client and indicate below the source of information used to verify this information. Please see instruction sheet to help with completion.

- | | | | |
|-----------------------------------|---|---|--|
| <input type="checkbox"/> CalWorks | <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Medi-CAL | <input type="checkbox"/> Tax Return (most recent return) |
| <input type="checkbox"/> SSI** | <input type="checkbox"/> Payroll Stub** | <input type="checkbox"/> Bank Statement | <input type="checkbox"/> Other ** _____ |

(**current-within 2 months)

Self certified. Please explain:

I hereby certify that, to the best of my knowledge, the above statements are true and correct. I understand this information is subject to verification only by authorized HUD (U.S. Department of Housing & Urban Development) and or City of Berkeley officials.

CLIENT

INTERVIEWER

Client Printed Name

Interviewer Printed Name

Parent/Client Signature

Interviewer Signature

Date

Date

HUD Coordinated Entry Access Requirements

(<https://www.hud.gov/sites/documents/17-01CPDN.PDF>)

Access Points

Access points are the places—either virtual or physical—where an individual or family in need of assistance accesses the coordinated entry process. These can include the following examples:

- a. a central location or locations within a geographic area where individuals and families present to receive homeless housing and services;
- b. a 211 or other hotline system that screens and directly connects callers to appropriate homeless housing and service providers in the area;
- c. a “no wrong door” approach in which a homeless family or individual can present at any homeless housing and service provider in the geographic area but is assessed using the same tool and methodology so that referrals are consistently completed across the CoC;
- d. a specialized team of case workers that provides assessment services at provider locations within the CoC; or
- e. a regional approach in which “hubs” are created within smaller geographic areas.

Use of Standardized Access Points and Assessment Approaches

a. Unless otherwise provided in this Notice, the coordinated entry process must offer the same assessment approach at all access points and all access points must be usable by all people who may be experiencing homelessness or at risk of homelessness. The coordinated entry process may, but is not required to include separate access points and variations in assessment processes to the extent necessary to meet the needs of the following five populations:

- (1) adults without children;
- (2) adults accompanied by children;
- (3) unaccompanied youth;
- (4) households fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions (including human trafficking); and
- (5) persons at risk of homelessness. See II.B.8 for more information.

Variations for these five populations are permissible but not required.

b. The CoC may not establish a separate access point and assessment process for veterans; however, a coordinated entry process may allow Veterans Administration (VA) partners to conduct assessment and make direct placements into homeless assistance programs, including those funded by the CoC and ESG programs, provided that the method for doing so is in collaboration between those VA partners and the CoC and that the method is included in the CoC’s Coordinated Entry policies and procedures and the written standards for the affected programs.

c. A CoC or recipient of federal funds may be required to offer some variation to the process, e.g., a different access point, as a reasonable accommodation for a person with disabilities. For example, a person with a mobility impairment may request a reasonable accommodation in order to complete the coordinated entry process at a different location.

d. If determined necessary, variations in access and assessment approaches for the five populations listed in paragraph (a) may be used to remove population specific barriers to accessing the coordinated entry process and to account for the different needs, vulnerabilities, and risk factors of the five populations in assessment processes and prioritization. Examples of variations could include the following:

(1) A dedicated access point for unaccompanied youth that provides a safe and supportive youth environment and that is located in a space easily accessible to and commonly frequented by youth to increase the likelihood that unaccompanied youth will access the coordinated entry process;

(2) An assessment tool used with unaccompanied youth that includes youth friendly language to elicit a comparable answer to a similar but different question asked of adults over the age of 24;

(3) Assessment scoring criteria that weight the risk of immediate harm higher for households with young children when prioritizing persons for housing and services than for households without minor children;

(4) Assessment locations and information systems for people fleeing domestic violence that may include separate but comparable processes and databases in order to provide safety, security, and confidentiality; or

(5) Assessment scoring criteria that weight a single event of homelessness higher for pregnant women or families with children from the ages of 0 to 5 when prioritizing persons for housing and services than for individuals or families with older children.

e. Variations in assessment locations and processes shall only be considered necessary for the five populations listed in paragraph a, if the CoC reasonably determines that the variations would facilitate access to the coordinated entry process and improve the quality of information gathered through the assessment.

f. CoCs must ensure that households who present at any access point, regardless of whether it is an access point dedicated to the population to which the household belongs, can easily access an appropriate assessment process that provides the CoC with enough information to make prioritization decisions about that household. Similarly, CoCs must ensure that households who are included in more than one of the five populations listed in paragraph a, e.g., a parenting unaccompanied youth who is fleeing domestic violence, can be served at all of the access points for which they qualify as a target population.

g. CoCs' written policies and procedures for coordinated entry must:

(1) Describe the standardized assessment process, including documentation of the criteria used for uniform decision-making across access points and staff. Criteria must reflect the prioritization process adopted to meet the requirements outlined in Section II.B.2. of this Notice. If the CoC is implementing different access points and assessment tools for the different populations listed above, written policies

and procedures must separately document the criteria for uniform decision-making within each population for whom different access points and assessment processes are used.

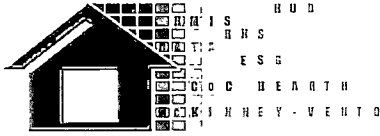
(2) The CoC must have written policies concerning data collected through the assessment as described in Section II.B.12 “Privacy Protections.”

Additionally, data from the assessment may not be used to prioritize households for housing and services on a protected basis, such as on the basis of a diagnosis or particular disability. Note that determining eligibility is a different process than prioritization (see I.C.4.d for clarification).

Marketing

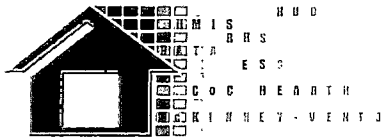
CoCs’ written policies and procedures for the coordinated entry process must:

- a. Include a strategy to ensure the coordinated entry process is available to all eligible persons regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status.
- b. Ensure that all people in different populations and subpopulations in the CoC’s geographic area, including people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence, have fair and equal access to the coordinated entry process, regardless of the location or method by which they access the system.
- c. Document steps taken to ensure effective communication with individuals with disabilities. Recipients of federal funds and CoCs must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as Page 12 needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters. Access points must be accessible to individuals with disabilities, including accessible physical locations for individuals who use wheelchairs, as well as people in the CoC who are least likely to access homeless assistance.
- d. Take reasonable steps to ensure the coordinated entry process can be accessed by persons with Limited English Proficiency (LEP). HUD’s published Final Guidance to Federal Financial Assistance Recipients: Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732, published January 22, 2007) provides assistance and information regarding LEP obligations.



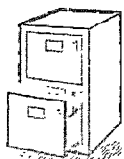
Homeless Definition

CRITERIA FOR DEFINING HOMELESS	Category 1	Literally Homeless	(1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: <ul style="list-style-type: none"> (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); <u>or</u> (iii) Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
	Category 2	Imminent Risk of Homelessness	(2) Individual or family who will imminently lose their primary nighttime residence, provided that: <ul style="list-style-type: none"> (i) Residence will be lost within 14 days of the date of application for homeless assistance; (ii) No subsequent residence has been identified; <u>and</u> (iii) The individual or family lacks the resources or support networks needed to obtain other permanent housing
	Category 3	Homeless under other Federal statutes	(3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: <ul style="list-style-type: none"> (i) Are defined as homeless under the other listed federal statutes; (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (iii) Have experienced persistent instability as measured by two moves or more during in the preceding 60 days; <u>and</u> (iv) Can be expected to continue in such status for an extended period of time due to special needs or barriers
	Category 4	Fleeing/ Attempting to Flee DV	(4) Any individual or family who: <ul style="list-style-type: none"> (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; <u>and</u> (iii) Lacks the resources or support networks to obtain other permanent housing



Homeless Definition

RECORDKEEPING REQUIREMENTS



RECORDKEEPING REQUIREMENTS	Category 1	Literally Homeless	<ul style="list-style-type: none"> • Written observation by the outreach worker; <u>or</u> • Written referral by another housing or service provider; <u>or</u> • Certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter; • For individuals exiting an institution—one of the forms of evidence above <u>and</u>: <ul style="list-style-type: none"> ○ discharge paperwork <u>or</u> written/oral referral, <u>or</u> ○ written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution
	Category 2	Imminent Risk of Homelessness	<ul style="list-style-type: none"> • A court order resulting from an eviction action notifying the individual or family that they must leave; <u>or</u> • For individual and families leaving a hotel or motel—evidence that they lack the financial resources to stay; <u>or</u> • A documented and verified oral statement; <u>and</u> • Certification that no subsequent residence has been identified; <u>and</u> • Self-certification or other written documentation that the individual lack the financial resources and support necessary to obtain permanent housing
	Category 3	Homeless under other Federal statutes	<ul style="list-style-type: none"> • Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <u>and</u> • Certification of no PH in last 60 days; <u>and</u> • Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <u>and</u> • Documentation of special needs <u>or</u> 2 or more barriers
	Category 4	Fleeing/ Attempting to Flee DV	<ul style="list-style-type: none"> • <i>For victim service providers:</i> <ul style="list-style-type: none"> ○ An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have no subsequent residence; and they lack resources. Statement must be documented by a self-certification or a certification by the intake worker. • <i>For non-victim service providers:</i> <ul style="list-style-type: none"> ○ Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <u>and</u> ○ Certification by the individual or head of household that no subsequent residence has been identified; <u>and</u> ○ Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

HOUSING SOLUTIONS FOR HEALTH – SUPPORT FRAMEWORK

Housing Options: Increase income to afford market, share housing with others to reduce costs, strategically apply for as much affordable housing as possible, and consider moving to less expensive housing markets.

A single staff member or team of staff can support an individual through different phases of work OR staff can work in specific roles, such as brief intervention specialist, outreach worker, housing navigation, or tenancy sustaining services.

		Housing Problem Solving	Outreach	Housing Navigation	Tenancy Sustaining	
		# OF CLIENTS PER 1.0 FTE	100-150	100-150	15-25	30-40
		FOCUS OF PHASE OR ROLE	"Brief and Impactful"	"Engage and Connect"	"Hold Hope and Care 'Til Stably Housed"	"Keeping Home"
		SERVICE DURATION	Minutes to Month	Until connected with others	Until housed AND critical time transition to support move to housing (6-9 mos.)	Ongoing support in permanent supportive housing; taper based on need over time
STAFF ROLES	R	Resource Development – Resource Identification, Resource Relationships, and Development of Self as a Resource	Self-help housing search resources, housing education & counseling, short-term financial assistance, public benefits, mediation/conflict resolution, health services, legal assistance.	Food, clothing, shelter, transportation, health care, hygiene, drop-in centers, link with CES, overdose prevention, public benefits, obtaining ID...	Public benefits, affordable housing, move-in assistance funding, employment/education, health care, in-home supportive services, social connections	Financial education, payee, conflict resolution, IHSS, health care services, employment, social and care connections
	E	Engage and Empower – Engaging with clients and empowering them through respectful relationships, cultural and experiential understanding and validation, and providing education on system resources and rights	Do with not for; join with to understand; help make real connections that do not require your ongoing involvement			
	A	Accompaniment and Assessment for Action – Accompanying clients on their journey and assessing clients' needs <i>with</i> client				
	L	Living Linkages – Walking along side clients as linkages are made and supporting them in fully connecting with resources				
CLIENT NEEDS	B	Basic Needs – safety, food, water, etc.	<i>Help connect with priority basic needs</i>	<i>Build relationships and trust by helping to address basic needs first</i>	<i>Ensure basic needs getting met as work on housing search</i>	<i>Help support getting basic needs met in housing</i>
	A	Activities of Living – personal care, paying bills, completing multiple tasks, using transportation, etc.	<i>Help connect with priority areas of needed support</i>	<i>Address priority areas for survival in current situation</i>	<i>Identify barriers to getting and obtaining housing; work to address; consider short- and long-term support needs</i>	<i>Identify and find supports for activity needs – payee, IHSS, meal prep, etc.</i>
	S	Social & Cultural Supports – family, friends, cultural, recreational, spiritual	<i>Reconnection/mediation with network to solve housing crisis</i>	<i>Identifying supports that can help resolve crisis; serve as contacts as resources become available</i>	<i>Deeper exploration of support network to help solve housing crisis, referrals to opportunities</i>	<i>Supports to get, keep and create home from housing</i>
	I	Income, Insurance, & ID/Paperwork – public benefits, health insurance, ID, applications and prep for housing	<i>Help connect with basic priority needs areas identified by client; explore benefits eligibility</i>	<i>Help get and store ID, help apply for public benefits</i>	<i>Help with more complex public benefits advocacy; help with housing applications</i>	<i>Retention of income, insurance, and key paperwork; read, respond, and review mail, e.g., inspections</i>
	C	Care Connections – health, education, employment, legal, housing search info	<i>Connect with priority professional connections of greatest importance to client</i>	<i>Health and legal connections often most important</i>	<i>Connect with housing search resources, deepen useful connections; employment/education resources to increase income</i>	<i>Establish, improve, or maintain health connections; pursue personal goals with education/employment</i>

Street Outreach		Targets
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	1 FTE: 125 individuals annually
	Service Population: Proportion of individuals served that meet the criteria of chronic homelessness (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served (HUD Element Annual Performance Report/APR Q8a)	n/a
	Service Population: Proportion of households served that meet the criteria of chronic homelessness (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	50%
	Data Quality: Completeness. "Income and Sources at start". (HUD Element, APR 6c)	75%
With What Impact?	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	75%
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	75%
	Are we helping people move indoors? (HUD Element, APR 23a&b)	50%

Emergency Shelters		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%
	Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%

	Transitional Housing	Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	1.5x the number of slots
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	1.5 x the number of slots
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	1
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	80%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	270 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	80%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	83%
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	80%
	Returns to Homelessness: What proportion of the people who exit, do so to homelessness? (HUD Element, APR Q23a&b)	1 exit to homelessness for projects with 0-9 leavers, <10% thereafter

Rapid Re-Housing		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	observe
	Service Population: Proportion of chronically homeless individuals served (HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days (HUD Element, APR Q6e)	100%
	Data Quality: Completion. Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (HUD Element, APR Q18)	90%
	Average length of time from enrollment to move in (HUD Element, Apr Q22c)	60% within 2 months
With What Impact?	Are participants growing their income? (HUD Element, APR Q19a3)	50%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	85%
	Are participants enrolled in health insurance? (HUD Element, APR Q21)	85%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	80%
	Exits to Homelessness: What proportion of people exit to homeless destinations? (HUD Element APR Q23a&b)	<5%

System Data Development	
How Much?	How much affordable permanent housing is available to extremely low income people (<30%AMI) in the county? (Data Development Agenda)
Shelters Data Development	
How Much	Cost: Average cost per household (data development)
	Cost: Average cost per person (data development)
How Well	Cost effectiveness: Average cost per successful outcome (data development)
	Service Quality: % of people matched with emergency shelter who are declined by the emergency shelter project. (data development)
211 Data Development	
How Well?	Data Quality: "where did you stay last night?" HUD data element is captured in HMIS (HUD Element, APR Q6b)
	Service Quality: What % of referrals to HRCs are accurate? (data development)
With What Impact?	What % of callers who received housing problem solving, and became homeless at a later date? (data development)
Transitional Housing Data Development	
How Much?	Cost: Average cost per household (data development)
	Cost: Average cost per person (data development)
How Well?	Cost Effectiveness: Average cost per successful outcome (data development)
	Service Quality: % of people matched with transitional housing who are declined by the transitional housing project. (data development)
Outreach Data Development	
How Much?	Service Population: Number of outreach contacts (duplicated count, data development)
How Well?	Service Quality: What % of assessments were completed? (Data Development)
	Cost Effectiveness: Average cost per successful outcome. (Data Development)
PSH Data Development	
How Much?	Cost: Average cost per household (data development)
	Cost: Average cost per person (data development)
How Well?	Cost effectiveness: Average cost per successful outcome (data development)

Alameda County System Performance Targets		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	Observe
	Service Population: Proportion of chronically homeless individuals served during (HUD Element, APR Q5a)	Observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	Observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	Observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (APR Q18)	90%
With What Impact?	Are participants maintaining or increasing their income? (APR Q19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	78% (Inverse of the % of people with SSI at annual/assessment)
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	90%
	Are we keeping people housed for one year or longer? (APR Q22a1)	>95%
	Exits to Homelessness: What proportion of exits are to homeless destinations? (APR 23a&b)	<10%

<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
Population Indicators			
1	How many people are literally homeless, county-wide at a point in time?	Biennial Point In Time Count	HUD mandated biennial census of sheltered and unsheltered homeless people.
1	How much affordable permanent housing is available to extremely low income people (<30%AMI)?	Data Development	What is the inventory of permanent housing opportunities for extremely low income persons (<30% AMI), including permanent supportive housing? We will be able to aggregate the number of units and break it out by type (i.e. PSH, housing authority, etc.)
1	How many people are experiencing homelessness for the first time?	HUD System Performance Measure Q5.2	Change in the number of persons entering ES, TH, or PH programs with no prior HMIS enrollments in the previous 24 months (see page 15 of the <i>System Performance Measures Introductory Guide</i> from 2015; or page 25 of the <i>System Performance Measures: FY 2016 Data Submission Guidance</i> for more information).
How Much? (measures effort and quantity)			
1	Service Population: How many literally homeless individuals are engaged in our housing crisis response system?	APR Q5a	Unduplicated count of persons served by front door projects including 211, outreach, HRCs, housing navigation, emergency shelters, and transitional housing during the reporting period. (page 36 of <i>COC APR Handbook, April 2017</i>).
1	Service Population: How many literally homeless households are engaged in our housing crisis response system?	APR Q8	Unduplicated count of households served by front door project types including 211, outreach, HRCs, navigation, shelters, and transitional housing during the reporting period (page 38 of <i>COC APR Guidebook 2017</i>).
2, 3, 5, 6, 7, 8, 9, 10, 11	Service Population: Unduplicated count of households served	APR Q8a	Unduplicated count of households served during the reporting period (page 38 of <i>COC APR Guidebook 2017</i>).
2, 3, 5, 6, 7, 8, 9, 10, 11	Service Population: Unduplicated count of chronically homeless households served	APR Q26a	Unduplicated count of active households with at least one/or more chronically homeless persons served by the project during the reporting period.
2, 3, 5, 6, 7, 8, 9, 10, 11	Service Population: Unduplicated count of individuals served	APR Q5a	Summary of the total number of persons active in the project by category for the reporting period. (page 36 of <i>COC APR Guidebook 2017</i>)
2, 3, 5, 6, 7, 8, 9, 10, 11	Service Population: Unduplicated count of chronically homeless individuals served	APR Q5a	Summary of the total number of persons active in the project by category for the reporting period. (page 36 of <i>COC APR Guidebook 2017</i>)

4	Service Population: Number of housing related calls	iCarol	How many housing related calls does 211 receive during the reporting period? This will describe the volume of need in the county.
Related sheets	Question	Data Source	Method of calculation
How Much? (measures effort and quantity) continued			
4	Service Population: Number of non-literally homeless calls.	iCarol	How many of those calls are screened as not literally homeless. This will describe the modality of need in the county.
4	Service Population: Number of literally homeless calls	iCarol	How many of those calls are screened as literally homeless? This will describe the modality of need in the county.
5	Service Population: Number of contacts	Data Development	This will be a duplicated count of the number of people who participate in outreach events (i.e. basic needs like socks, sandwiches, etc.)
4	Distribution of Service Population: Number of referrals to each HRC	iCarol	How many literally homeless callers are referred to each HRC. This will describe the geographic distribution of the need in the county.
3, 6,	How many assessments are completed?	Data Development	Because coordinated entry assessment is key to prioritization and matching, it is crucial to track the number of assessments being completed each quarter and year.
7, 8, 9, 10, 11	Cost: Average cost per household	Data Development	Total cost of the project divided by the total number of households served.
7, 8, 9, 10, 11	Cost: Average cost per person	Data Development	Total cost of the project divided by the total number of individuals served.
How Well? (measures quality)			
1, 7, 8, 9, 10, 11	Data Quality: Completeness. Are we capturing income information at entry, annual assessment, and/or exit assessment?	APR Q18	"Reports on income based on the source and breaks the information down to report...all of the variations on that at entry, annual assessment, and exit" (p. 41 <i>CoC APR Guidebook 2017</i>).
2, 3, 5, 6, 7, 8, 9, 10, 11	Data Quality: Real-time data entry	APR Q6e	Reports on the amount of time it took to enter entry and exit records into HMIS. Measure is the percent of entry and exit records with same day data entry. (p37 <i>CoC APR Guidebook 2017</i>).
3, 4, 5, 6,	Data Quality: Completeness. % of records in which "where did you stay last night?" HUD data element is captured in HMIS.	APR 6b	The APR table reports errors based on inconsistent or system identified incorrect information entered into the HMIS. We are specifically looking for the % of records in which "where did you stay last night?" HUD data element is captured in HMIS. For more information on how this is represented in the APR, please see page 37 of the <i>CoC APR Guidebook 2017</i> .

Data Dictionary

1	Service Quality: We know by name all people currently experiencing homelessness in our community: Quarterly HMIS PIT Count/2017 County-Wide PIT count	APR Q8 & Biennial county-wide PIT count	Quarterly HMIS PIT Count of households served on the last Wednesday of January, April, July and October divided by the Biennial County-Wide PIT count.
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<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
How Well? (measures quality) continued			
2, 3, 8, 9	Service Quality: % of matches that are refused/declined for any reason.	Data development	The number of people refused by housing or service projects for any reason (ineligibility, project rules, etc.) divided by the total number of people matched to a housing or service resource in the time period. This measure will help us assess coordination between the matcher and the projects, the quality of matches, and alignment to coordinated entry principles.
4	Service Quality: What % of referrals to HRCs are accurate?	Data development	This measure will help us understand coordination between 211 and the HRCs.
2	Service Quality: Average length of time between a vacancy (subsidy or unit) to tenant move in.	Data Development	How long, on average, does it take for fill a vacant unit/slot/voucher? This measure will assess system coordination.
3	Service Quality: Length of time from match to housing/service project enrollment	Data Development	How long, on average, does it take for a person who is matched with a housing/service resource to get enrolled in that project? This measure should be broken out by housing/service resource. Target defined in the Coordinated Entry Manual is 14 calendar days.
10	Service Quality: Average Length of time from enrollment to move in (HUD Element, Apr Q22c).	APR Q22c	A new HUD measure, this data element captures the average length of time between enrollment in a RRH project and moving into housing.
7, 8, 9,	Service Quality: Average length of participation in a project.	APR Q22	Length of participation in the project for leavers and stayers. For more information see page 42 of the <i>CoC Guidebook 2017</i>
4	Service quality: Average answer time	iCarol	This will help us understand the wait callers experience, and 211s ability to deliver efficient service.
3	Service Quality: % of homeless households with a complete CE:Assessment.	Data development	Calculated as the number of households with a complete CE:Assessments divided by the total number of homeless households in the catchment area.

5	Service Quality: What % of assessments were completed?	Data development	This measure is built on the premise that a completed assessment indicates successful development of trust. Measure will focus on the number of assessments completed during the reporting period divided by the total number of open assessments in the reporting period
6	Service Quality: % of active head of households with a complete CE:Assessment.	Data development	The number of active households with a complete coordinated entry assessment divided by the total number of active households.
6	Service Quality: % of service interactions that include housing problem solving.	Data development	The intent of this measure quantify problem solving at the housing resource center access points. Could be calculated as the number of units of housing problem solving service divided by the total number of service interactions. Even better, we would like to create a data point in Clarity HMIS that would automate this.

<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
How Well? (measures quality) continued			
5, 7, 8, 9, 10, 11	Cost Effectiveness: Average cost per successful outcome	Data development	Exits to permanent housing situations from housing navigation, emergency shelter, transitional housing, rapid re-housing, and permanent supportive housing are considered successful. Exits to temporary or permanent indoor situations from street outreach are considered successful. Average cost per successful outcome is calculated as the total cost of the program during the reporting period divided by the number of successful exits. May be most meaningful at annual assessment vs quarterly.
With What Impact? (measures is anyone better off?)			
1, 3	Length of time homeless (current episode).	HUD System Performance Measure Q1b	This measure includes data from each client's "Length of Time on Street, in an Emergency Shelter, or Safe Haven" response and prepends this answer to the client's entry date, effectively extending the client's entry date backward in time. (see page 20 in <i>System Performance Measures. FY 2016 Data Submission Guidance</i>)
1, 3, 6, 8, 9, 11	Are participants maintaining or increasing their income?	APR Q19a3	This table reports changes in cash income between entry and latest/exit. (Number of adults who gained or increased income from start to annual assessment/exit plus the number of adults who retained income at the same dollar amount) divided by (the total number of adults, including those with no income)(p40-41 <i>CoC APR Guidebook 2017</i>).

2, 7, 10	Are participants growing their income?	APR Q 19a3	Adult project participants reporting increased cash income from entry to annual/exit assessment. This table reports changes in cash income between entry and latest/exit. Number of adults who gained or increased income from start to annual assessment/exit divided by the total number of adults, including those with no income (p40-41 <i>CoC APR Guidebook 2017</i>).
2, 3, 5, 6, 7, 8, 9, 10, 11	Are participants accessing mainstream benefits?	APR Q20b	Table reports on the number of non-cash benefit sources received by all active adults. Adult stayers with 1 or more non-cash benefits plus adult leavers with 1 or more non-cash benefits divided by (the total number of adults minus the number of adult stayers not yet required to have an annual assessment). The definition of non-cash benefits excludes health insurance, includes WIC, CalFresh, CalWORKs transportation and childcare benefits, etc. For more, see page 41 <i>CoC APR Guidebook 2017</i> .

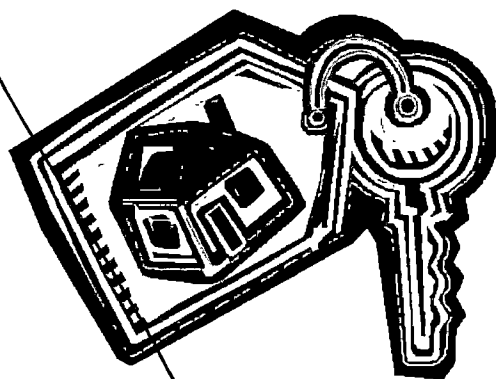
<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
With What Impact? (measures is anyone better off?) continued			
2, 3, 5, 6, 7, 8, 9, 10, 11	Are participants enrolled in health insurance?	APR Q21	"Recipients report on the health insurance of person served based on their information at entry, annual assessment, and exit for those who have left." (Number of stayers with 1 source of health insurance plus the number of stayers with more than 1 source of health insurance plus the number of leavers with 1 source of health insurance plus the number of leavers with more than 1 source of health insurance) divided by (the total number of participants minus the number of stayers not yet required to have an annual assessment) See p 41 <i>CoC APR Guidebook 2017</i> for more details.

2, 6, 7, 8, 9, 10	Are we successfully moving people into permanent housing?	APR Q23a&b	The question reports the designation of persons who exited the project in two tables, 23a reports on exits after more than 90 days, 23b reports on exits after 90 days or less. This calculation excludes people who have died. To calculate: (Total persons exiting to positive housing destinations after more than 90 days plus total persons exiting to positive housing destinations after less than 90 days) divided by) the total number of persons who exited after more than 90 days plus the total number of persons who exited after less than 90 days minus the total persons whose destinations exclude them from the calculation.) For more details see page 42 of the <i>CoC APR Guidebook 2017</i>
5	Are we helping people move indoors? (Outreach only)	APR Q23a&b	What proportion of exits were to temporary or permanent indoor locations. The question reports the designation of persons who exited the project in two tables, 23a reports on exits after more than 90 days, 23b reports on exits after 90 days or less. This calculation excludes people who have died. To calculate: (Total persons exiting to temporary or permanent housing destinations after more than 90 days plus total persons exiting to temporary or permanent housing destinations after less than 90 days) divided by) the total number of persons who exited after more than 90 days plus the total number of persons who exited after less than 90 days minus the total persons whose destinations exclude them from the calculation.) For more details see page 42 of the <i>CoC APR Guidebook 2017</i>
1, 3	Are we successfully moving people into permanent housing?	HUD System Performance Measure Q7b1	"Change in the percentage of leavers who exited ES< SH, TH, and PH-RRH during the reporting period to permanent housing destinations" (page 26 <i>System Performance Measures: FY 2016 Data Submission Guidance</i>) .
<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
With What Impact? (measures is anyone better off?) continued			
1, 3	Are we helping people retain or successfully exit permanent housing?	HUD System Performance Measures Q7b2	"Change in the percentage of clients all PH projects except PH-RRH who were stayers, or leavers who exited to permanent housing destinations" (page 26, <i>System Performance Measures: FY 2016 Data Submission Guidance</i>) .

11	Are we keeping people housed?	APR Q22a1	What proportion of people have retained their housing for 1 year or longer. Calculated as: the sum of the number of stayers who have lived in the project for 365 days or more, plus the total number of leavers who exited the project after 365 days or more divided by the sum of the total number of stayers who lived into he project for 365 days or more and the total number of leavers during the reporting period. For more information on the measure, see page 42 of the <i>CoC APR Guidebook 2017</i> .
4	% homeless callers who receive a warm transfer to the HRCs, countywide and by region.	iCarol	A "warm transfer" is when the 211 operator is able to connect a caller by voice-to-voice transfer to an assessor or another staff person at the HRC.
4	What % of housing related callers report that the information they receive from 211 is more helpful than what they received from other sources.	iCarol	211 conducts quality assurance surveys that assess this data point. The only question is whether they can disaggregate housing-related callers from the rest of their callers.
4	What % of callers who received housing problem solving, and became homeless at a later date?	Data Development	How many of the callers who received housing problem solving show up as literally homeless at a later date either in iCarol or in HMIS.
1, 3	Returns to homelessness from permanent housing	HUD System Performance Measures Q2	This measures represents clients who exited the housing crisis response system to a permanent housing destination in the date range two years prior to the report date range. Of those clients, how many returned to homelessness as indicated in the HMIS system for up to two years after their initial exit? For more information, see page 21 of the <i>System Performance Measures: FY 2016</i> .

<i>Related sheets</i>	<i>Question</i>	<i>Data Source</i>	<i>Method of calculation</i>
With What Impact? (measures is anyone better off?) continued			
7, 8, 9, 10	Returns to Homelessness: What proportion of people exit to homelessness?	APR Q23a&b	What proportion of exits were to places not meant for human habitation, and to emergency shelter for Transitional and RRH project. The question reports the designation of persons who exited the project in two tables, 23a reports on exits after more than 90 days, 23b reports on exits after 90 days or less. This calculation excludes people who have died. To calculate: (Total persons exiting to homeless destinations after more than 90 days plus total persons exiting to homeless destinations after less than 90 days) divided by (the total number of persons who exited after more than 90 days plus the total number of persons who exited after less than 90 days minus the total persons whose destinations exclude them from the calculation.) For more details see page 42 of the <i>CoC APR Guidebook 2017</i> .

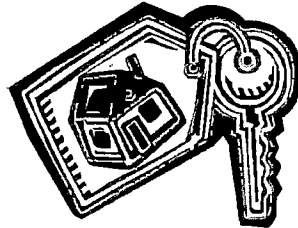
Alameda County
Priority Home Partnership
(PHP)
City of Berkeley



Emergency Solutions Grant
Rapid Rehousing and Prevention Assistance
Policies and Procedures Manual

Version 2
January 2014

City of Berkeley



Emergency Solutions Grant Policies and Procedures Manual

May 12, 2020

Revised

ESG Policies and Procedure Manual

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Introduction

The Emergency Solutions Grant (ESG) is a federal program administered by the US Department of Housing and Urban Development (HUD) and provides funding to eligible entities to address homelessness. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) significantly amended the legislation which authorizes the ESG program, updating and adding new requirements for compliance.

The ESG funds are distributed nationally to entitlement jurisdictions based on an approved HUD formula. The City of Berkeley (COB), an entitlement jurisdiction, receives the funding directly from HUD. The COB uses a competitive community agency request for proposal (RFP) process to select local organizations to carry out eligible programs and activities with the ESG funds.

Berkeley's ESG Policies and Procedures Manual is used to administer and implement eligible programs and activities including: Street Outreach, Emergency Shelter, Rapid Rehousing and Prevention Services. This manual includes the Priority Home Partnership Manual adopted by the County in 2014.

The City of Berkeley allocates the majority of its ESG funds to nonprofit agencies, known as "subrecipients", to carry out eligible activities.

This manual provides the policies and procedures to comply with federal requirements and locally established implementation policies which the COB has adopted to meet its responsibilities as a recipient of funding. Questions regarding any content of this manual should be directed to Kristen Lee in the Housing and Community Services Division of the City of Berkeley's Health, Housing and Community Services Department.

Interim Guidelines

The ESG Program requires that the Continuum of Care (CoC) develop and implement a centralized or coordinated assessment system, and a set of written standards for CoC and ESG funded activities. Once coordinated assessment is established, each ESG-funded program or project must use the assessment system, and recipients and subrecipients must work with the CoC to ensure that screening, assessment and referral of program participants are consistent with the written standards required for the ESG programs. Recipients should have prioritization policies in place that outline the process by which the agency will prioritize the most in need of services through its Coordinated Entry System (CES) process

A complete version of the ESG Interim Regulations can be found here:

https://files.hudexchange.info/resources/documents/24CFRPart91_11.21.11.pdf

Structure of the Manual

This manual is for ESG recipients, subrecipients, and interested parties. It provides detailed descriptions of eligible activities and costs, reporting requirements and steps that will be taken to determine eligibility, calculate financial assistance, recertify for eligibility, provide support and terminate ESG assistance for homeless prevention, street outreach, emergency shelter, rapid rehousing and prevention. Required and/or recommended forms and documents are provided in an Appendix of Forms and Documents at the end of the manual.



A document icon appears by every form that is referred to and clicking on the highlighted hyperlinks on the names of the form will take the reader directly to the referenced documents in the Appendix.

Some key forms and information are entered into the county-wide Homeless Management Information System (HMIS). Forms that are provided by HMIS are not included in this manual.

HUD Homelessness Definition

While HUD outlines four categories of eligible beneficiaries, the City of Berkeley targets its ESG funds to support households in Category 1 and 4 below.

Category 1 – Literally Homeless

An individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes

households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

Category 4 – Fleeing/attempting to flee domestic violence

Defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.



Program Manual

The City of Berkeley funds programs that meet the following objectives: (1) engage homeless individuals and families living on the street; (2) provide emergency shelters for homeless individuals; (3) provide essential services to shelter residents, (4) rapidly rehouse homeless households. Subrecipient contracts include detailed scope of services, which may include the eligible program components, summarized below. For a more detailed description of eligible categories see Section I.

1. **Street Outreach**

Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing or critical services, and provide them with urgent, non-facility-based care.

Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101.

2. **Emergency Shelter**

Essential Services for individuals in emergency shelter. Component services generally consist of case management, and linkages to employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.

Shelter Operations include maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings. For specific requirements and eligible costs, see 24 CFR 576.102

3. **Rapid Re-Housing**

Housing relocation and stabilization services and short-term and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in HUD's homeless definition found in the appendix of this document, move as quickly as possible into permanent housing and achieve stability in that housing. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirement and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

The City of Berkeley also uses ESG to fund the two eligible activities below:

4. **Homeless Management Information System (HMIS)**

Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107. More fully discussed on Page 25.

5. **Administration**

Up to 7.5% of recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. For specific

requirements and eligible costs, see 24 CFR576.108. More fully discussed on Page 25-26.

Section I. Eligible Activities

Street Outreach CFR576.101

Providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

- 1. Eligible Uses and Costs:** As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

A. Engagement

Activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connects with homeless assistance programs and/or mainstream social services and housing programs

- Initial assessment of needs and eligibility
- Providing crisis counseling
- Addressing urgent physical needs
- Meals, blankets, clothes, toiletries
- Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs.
- Emergency shelter, transitional housing community-based services, permanent supportive housing, and rapid re-housing programs.

B. Case Management

Assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.

- Using the centralized or coordinated assessment system
- Conducting initial evaluation
- Verifying and documenting eligibility, counseling, developing, securing and coordinating services, obtaining Federal, State, and local benefits, monitoring and evaluating program participants progress, providing information and referrals to other providers, and developing an individualized housing and service plan, including planning a path to permanent housing ability

C. Emergency Health Services

- Direct outpatient treatment of medical conditions that are provided by licensed medical professionals operating in community-based settings, including streets, parks and other places where unsheltered homeless people are living.
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs

- Providing medication and follow-up services
- Funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area
- Must be of an emergency nature

D. Emergency Mental Health Services

Outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Crisis interventions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community
- Must be of an emergency nature

E. Transportation

Costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that, this travel takes place during the provision of service eligible under Street Outreach

- Costs of transporting unsheltered people to emergency shelters or other service facilities
- Cost of program participant's travel on public transportation
- Mileage allowance for service workers to visit program participants, using their own vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation
- May only be provided to and from another eligible service

F. Services for Special Populations

- Provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under Street Outreach as per paragraphs (a)1 through (a)5) of 24CFR76.101.

2. Eligible Beneficiaries for Street Outreach

Provided to individuals or families defined as Homeless under the following categories:

- Category 1 – Literally Homeless is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train

station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

- Category 4 – Fleeing/Attempting to Flee DV is defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.
- Must be living on the streets or other places not meant for human habitation and be unwilling or unable to access services in emergency shelter.

Section II. Emergency Shelter *CFR576.102*

Providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters, While HUD authorizes additional essential services, the City of Berkeley primarily funds the below activities:

1. **Eligible Beneficiaries:** *Emergency Shelter* can be provided to individuals or families defined as Homeless under the following categories:

Category 1 - Literally Homeless

Category 4 - Fleeing/Attempting to Flee DV

Referral System: The North County Coordinate Entry System Housing Resource Center (HRC) operator will refer households who meet the above criteria to available shelter beds. The HRC will ask the household a series of questions that will: 1) confirm housing status falls within Category 1 or 4; 2) determine need for follow-up assessment and linkage to other available resources, i.e. Rapid Rehousing, Permanent Supportive Housing, etc. and 3) interest in a shelter referral. These referrals will be made primarily through street outreach teams but may also be made through the North County HRC. All shelters in Berkeley adhere to the Alameda County Shelter Standards, which outline policies and procedures for admission and discharge. As of 2017, emergency shelters in Berkeley have removed length of stay requirements.

Care Coordination: Shelter operators will attend two North County CES case conferences a month to discuss needs and coordinate services for participants staying in the shelter. Eligible participants will have access to rapid rehousing funds and services to assist them in existing to permanent housing as quickly as possible.

HMIS Documentation: All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31.
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

2. **Eligible Uses and Costs:** As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

a. Case Management

- The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Using the centralized or coordinated assessment system
- Conducting the initial evaluation, including verifying and documenting eligibility
- Counseling
- Developing, securing, and coordinating services and obtaining federal, state and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
- Developing an individualized housing and service plan, including planning a path to permanent housing stability
- Referrals and linkages to child care, education services, substance use and legal services

b. Employment Assistance and Job Training

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential
- Learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates
- Employment screening, assessment, or testing
- Structured job skills and job-seeking skills
- Special training and tutoring, including literacy training and prevocational trainings
- Books and instructional material
- Counseling or job coaching
- Referral to community resources

c. Outpatient Health Services

- Direct outpatient treatment of medical conditions and are provided by licensed medical professionals
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs
- Providing directly or assisting program participants to obtain appropriate emergency medical treatment, preventive medical care, and health maintenance services, including emergency medical services
- Providing medication and follow-up services
- Preventive and non-cosmetic dental care



- Funds may be used only for these services to the extent that other appropriate health services are unavailable within the area

d. Life Skills Training

- Costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness
- Must be necessary to assist the program participant to function independently in the community
 - Budget resources, management money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting

e. Mental Health Services

- Outpatient treatment by licensed professionals of mental health conditions
- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Family and marital relationships, parent-child problems, or symptom management
- Crisis interventions, individual, family, or group therapy sessions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community

3. Eligible Costs

a. Transportation

- Costs of a program participant's travel to and from medical care, employment, child care, medical care, employment, child care, or other eligible essential services facilities
- Cost of a program participant's travel on public transportation
- Mileage allowance for services workers to visit program participants, while utilizing their own vehicles
- Travel costs of staff to accompany or assist program participants to use public transportation

b. Operations

- Maintenance
- Rent
- Security

- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies necessary for shelter operation
- Hotel/Motel vouchers

c. Maintenance

- Cost of minor or routine repairs to shelter building
- Cleaning
- Minor or routine repairs of furnishings, equipment, and fixtures
- Protective or preventative measure to keep a building, its systems, and its grounds in working order
- Professional services for:
 - Heating/cooling system
 - Plumbing
 - Electrical
 - Pest Control
 - Lawn Care
 - Snow Removal

d. Rent

- Cost of rent payment for the use of building to provide emergency shelter

e. Security

- Cost of equipment in order to secure shelter building
- Security System
- Locks
- Safety equipment

f. Fuel

- Cost of fuel for use of shelter vehicle to transfer shelter residents in order to provide services and connect with community resources

g. Insurance

- Cost of property insurance for shelter building



h. Utilities

- Cost of providing utilities for shelter building
- Electricity
- Gas
- Water
- Landline telephone service

i. Food

- Cost of providing food to shelter residents

j. Furnishings

- Cost of furnishings for shelter building
- Beds
- Tables
- Chairs
- Other reasonable furniture to provide comfortable accommodations to shelter residents

k. Equipment

- Cost of reasonable equipment to allow for activities of shelter to continue functioning
- Equipment to allow for the following activities to function:
 - Food preparation/distribution
 - Cleaning/Sanitation
 - Laundry

l. Supplies

- Cost of supplies necessary for the operation of the emergency shelter
- Paper products
- Kitchen supplies
- Bathroom supplies

4. Client Documentation (Emergency Shelter)

A. Forms

- Agency is able to create own forms as long as the documentation requirement is met

B. Client Documentation: Intake/Eligibility Documentation

- Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
- Documentation of homeless status
- ESG-213, 214, 215 forms
- Required form

- HMIS Consent Form
- Required form

c. *Case Management Documentation*

- Documentation of case management services
- Documentation of housing plan for stability in permanent housing
- Documentation of connecting participants to mainstream and other resources for supportive services



Section III. Homeless Prevention and Rapid Rehousing

A. Participant Eligibility

To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in Alameda County must meet both national and local requirements, and this eligibility must be documented with an application and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the application and eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a self-developed Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));
- Participants must meet the local asset policy, including having cash or equivalent assets of less than \$2,000 per single individual and \$3,000 per couple;
- Participants receiving prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

B. Eligibility for Rapid Rehousing

Rapid rehousing provides financial assistance and supportive services to individuals or families that are literally homeless, staying in shelter or transitional housing or on the streets or other places not suitable for human habitation, or exiting institutions and having entered from one of these locations. Eligibility for rapid rehousing includes those fleeing domestic violence who are living in one of the places named above.

In keeping with the intentions of the program, rapid rehousing assistance will be used primarily to serve households that are:

1. Adults or family households able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG financial assistance anticipated to be of six months or less duration;
2. Adults or family households able to be rehoused rapidly with an ongoing subsidy from another source anticipated within six months of ESG program participation
3. Transition-age youth, especially those recently discharged from foster care, who are able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG assistance of eighteen months or less duration.

C. Eligibility for Prevention Assistance

Prevention assistance will be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for ESG prevention to be provided to those categorized as “at-risk” but not necessarily at “imminent risk”, Alameda County ESG programs will target prevention services specifically to those that are at “immediate risk” defined as:

- An individual or family who will imminently lose their primary nighttime residence, provided that:
- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- no subsequent residence has been identified; and,
- the individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

Within the category of “imminent risk” special attention and outreach will be done to target those households that are:

- doubled up with family and friends, must move within 14 days and are seeking to enter shelter;
- living in a hotel or motel using their own resources, must leave within 14 days, and are seeking to enter shelter;
- living in their own housing, are being evicted for non-payment of rent, must leave within 14 days, and are seeking shelter;
- fleeing domestic violence;
- imminently leaving foster care, or have recently left foster care and are at imminent risk of losing their current housing.

D. Eligibility Determination

Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. The Program Application and Eligibility Determination Form contains key questions and documentation requirements.



A copy of the [ESG Program Application and Eligibility Determination Form](#) can be found in the Appendix. This document and all supporting documentation should be placed in the Participant’s File. A cover sheet for participant files with a list of program documents can be found [here](#).

Ineligible applicants: If a household is assessed and determined to be ineligible, the program operator must notify the household that they have been determined to be ineligible, provide them with appropriate referrals which should be noted on the application form, and create a client file documenting the assessment process and determination.

E. Enrollment

Once found eligible, to enroll the head of household must sign the ESG Participation Agreement complete the HMIS ROI and staff must complete an HMIS Standard Intake Form (SIF) for all household members.



A copy of the ESG Program Participation Agreement can be found in the appendix, immediately following the Application form.

▣ The HMIS Release of Information (ROI), and the Standardized Intake Form (SIF) are developed and updated by the staff at Alameda County Housing and Community Development Department, in accordance with HUD regulations. Housing Agency staff must ensure that the forms in use are the most recent ones, as HUD and local requirements change periodically. If you are unsure that the forms are the most recent, email HMIS@acgov.org.

F. Budget and Housing Stability Plan

The purpose of ESG Prevention and/or Rapid Rehousing assistance is to provide the support necessary to help the household retain or gain housing in the shortest period of time possible. Critical to being able to retain the housing is a budget and a housing plan. The budget is also needed to determine the amount of financial assistance to be provided.

The Housing Stability Plan should be updated as frequently as necessary to reflect changing situations. Once a participant has moved into housing, the housing specialist and participant should prepare a new Housing Stability Plan that emphasizes those steps or actions needed to retain housing.



A Sample Budgeting Worksheet and a sample Housing Stability Plan format can be found in the Appendix of Forms. ***ESG-funded programs may use another version of these forms if approved by the recipient.*** Be sure to make a copy of the Budget and Housing Plan for the participant and insert a signed copy in the participant's file.

G. Financial Assistance for Housing

• ***Eligible Financial Assistance Expenses***

The ESG program has the ability to provide temporary financial assistance to participants on a short or medium-term basis. This assistance may include:

- **Security Deposits:** The housing agency may provide a maximum of two times the monthly rent for a unit as a security deposit to assist a participant to secure housing. At such time as the participant may leave the unit and the landlord return all or part of the deposit to the participant, the participant may retain any balance to use toward a new housing situation.
- **Utility Deposits:** If, in order to begin utility service, the household must provide a deposit to a utility company, the program may assist with this deposit.

H. Rental Assistance payments: If the participant cannot currently afford to rent a unit in the community but is reasonably anticipated to have sufficient income, either through employment or benefits, within approximately six months the program may provide a rental subsidy for the participant. Such subsidies will be as low as possible:

- If the participant has an income he/she is expected to contribute at least 50% of his/her

income toward the rent, unless the participant is expected to receive a permanent housing subsidy within approximately six months, in which case the participant may pay only 30% of their income. Documentation of the expectation of a permanent subsidy should be included in the file.

- If the participant has no income, the program may subsidize the entire rent for the first three months.
- Rental assistance may be conditioned on the participant fulfilling his or her agreements as part of the Housing Stability Plan and is never offered for more than three months at a time. To continue rental assistance after three months, the program must recertify the participant.

See Section 6: Three Month Reassessment of Eligibility

- **Past due rent arrears:** If in order for a household to retain their housing they must pay past due rent the program will cover up to three months of rent arrears not to exceed \$3,000
- **Past due utility arrears:** In rare cases, the ESG program will provide funding for past due utilities. The program will only provide such funding for prevention clients if failure to do so will result in the loss of utilities and under the terms of the participants lease this would be grounds for eviction. The program will only provide utility arrears assistance to rapid rehousing clients if utility arrears mean that then household will be unable to establish utility service in their new housing.
- In addition, ESG funds may be used to cover the costs of rental applications provided this is a fee that is charged by the owner to all applicants.

I. **Determining the Amount of Financial Assistance**

- The amount of financial assistance is determined by the amount needed to secure the housing and by the amount of contribution the household is able to make toward the housing costs.
- For one-time costs, such as security deposits, and rent and utility arrears, the program will pay the entire amount if the household will have less than 50% of income available after paying rent, the household's budget does not contain any disposable income, and the household assets are less than
- \$500.00. If the household has assets greater than \$500, and/or the household budget indicates income is available to make a portion of the payment, the household should be required to provide a portion of the deposit and/or arrears. The household's payment may be made through a payment plan with the landlord or utility company if that is possible.
- With supervisor approval, households may be permitted to contribute less toward the rent for a brief period to cover other extraordinary costs. The program may pay the entire rent on behalf of households that have no income.



The ESG Financial Assistance Calculation Form can be found in the appendix. The program should complete the form with the participant and the participant should sign it. This calculation needs to be prepared every three months for households receiving medium-term rental assistance.

All financial assistance provided must be recorded in HMIS.

J. Supportive Services and Connection to Mainstream Resources

- Whether covered by ESG funds or other sources, ESG programs are expected to assist clients with housing stability case management and with housing search and placement services as needed.
- Housing stability case management includes:
 - Conducting the official evaluation of eligibility and need, including verifying and documenting eligibility
 - counseling
 - developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
 - monitoring and evaluating participant progress;
 - providing information and referral to other providers;
 - developing an individualized housing plan to permanent housing stability; and
 - conducting reevaluations.

These services may not exceed 30 days during the period the program participant is seeking permanent housing, and may be provided for up to a total of 24 month within a 36-month period.

- While providing prevention or rapid rehousing financial assistance, the program must ensure that the participant meets with a case manager not less than once per month to assist the participant in ensuring long- term housing stability. Case management should be provided more frequently if needed.
- Housing search assistance are those services intended to assist program participants in locating, obtaining, and retaining suitable permanent housing, and are expected to be offered to all participants receiving rapid rehousing assistance or prevention assistance that includes moving to another unit. These include:
 - assessment of housing barriers, needs, and preferences;
 - development of a plan for locating housing;
 - housing search;
 - outreach and negotiations with landlords; and
 - assistance with submitting rental applications and understanding leases.

K. Links to Mainstream Services

As part of the stability case management, each participant is expected to be assisted, as needed to obtain other services and mainstream benefits including:

- appropriate supportive services including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and
- other federal, state, local, and private assistance available to assist the program participant in obtaining housing stability, including
- Medi-Cal or other medical insurance
- TANF
- Food Stamps/Supplemental nutrition assistance (SNAPS)
- WIC
- Unemployment insurance
- SSI/SDI
- Child and adult care food program
- Other mainstream programs from which the household could benefit



While no specific form is provided for this documentation, all case management meetings must be documented in the participant file, and/or in the HMIS case management module. Documentation should include evidence of assistance provided to obtain mainstream resources and the results of that assistance. Subrecipients are encouraged to check with the recipient for approval of documentation.

L. Legal Services

- ESG funds may be used for legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. More detail on eligible legal services activities can be found at (§576.102 (a)(1)(vi) and (§576.105(b)(4).
- While legal services providers that do not provide financial assistance are not required to complete the financial assistance calculation form, they must ensure that all households assisted meet program eligibility (Section 1 above) including completing the application for assistance to document participant eligibility, and must ensure that the units assisted meet the habitability standards in Section 5 below.



M. Housing Unit Requirements

In addition to the household being eligible, the unit to be assisted must also meet eligibility requirements. These include that the rent is both reasonable and at or below the Fair Market Rent market rent, and that the unit meets habitability standards.

Rent Reasonableness and Compliance with Fair Market Rent

- ESG programs must perform both a rent reasonableness determination and document that the rent falls at or below the Fair Market Rent on every unit assisted, whether for prevention or rehousing.
- “Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- To make this determination, the recipient or subrecipients should consider:
 - the location, quality, size, type, and age of the unit; and
 - any amenities, housing services, maintenance and utilities to be provided by the owner.
 - Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). NOTE that not every element in the suggested list of nine things to check for must be known to establish a comparable unit. See more guidance at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11753.pdf
- The Fair Market Rent (FMR) is a benchmark established by HUD for regions. For ESG, the FMR is the maximum rent permitted even if other similar units rent for more.

Final FY 2020 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$1,545	\$1,875	\$2,335	\$3,215	\$3,945

Source: <http://www.huduser.org/portal/datasets/fmr.html>

The above chart displays the Fair Market Rents applicable during FY2020. Fair Market Rents are updated and published by HUD every year. Programs must ensure that they are using the FMR’s in effect at the time of their determination.



A copy of a Rent Reasonableness and FMR Certification form can be found in the forms appendix. Subrecipients may use an alternative rent reasonableness determination form meets the requirements of the ESG regulations §576.106 and has been approved by the ESG recipient.

N. Housing Inspection

In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted, whether for prevention or rehousing. This inspection includes compliance with the Lead Paint Poisoning Prevention Act.



A copy of a suggested Habitability Standards Inspection Form can be found in the forms appendix. Subrecipients may use an alternative inspection form as long as it covers all of topic areas required under ESG regulations §576.403 and has been approved by the ESG recipient.

O. Rental Assistance Agreement

- Relationships with landlords are a central component of the program. The housing specialist assists both the participant and the landlord to make the housing successful.
- Once a unit has been identified and inspected, the housing agency must ensure that:
 - The tenant receives a written lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law; and
 - a) The landlord is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.
- At a minimum, the housing agency will provide the landlord with a copy of the Rental Assistance Agreement Letter describing the program and outlining the basic support the participant is anticipated to receive. The landlord must sign the letter and return it to the agency. Some agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is fine if it covers all requirements in the ESG regulations §576.106 and has been approved in advance by the ESG recipient.

In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership. In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.



A copy of the Rental Assistance Agreement Letter is included in the appendix. A copy of this letter or an acceptable substitute agreement should be kept in the participant's file, along with a copy of the tenant's lease and printout from the database used to verify the ownership of the unit and a copy of the W-9. The original W-9 must be given to the housing agency's finance division.

P. Three Month Reassessment of Eligibility

Any participant who receives more than three months of assistance from the program needs to be formally reassessed. This is distinguished from the more frequent check-ins and meetings with the



client, which should occur frequently and as needed, and are recorded in case notes.

During the reassessment process, the program is, at a minimum, confirming:

- The participant has not received more than 24 months of assistance, including any arrears coverage.
- The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability, and income is not greater than 30% of the Area Median Income (AMI)
- The participant is making documented progress on their housing plan and taking the steps needed towards housing stability without program financial assistance.
- The participant lacks the financial resources or support networks to secure their housing without continued assistance.

The three-month reassessment is also used to update the participant's HMIS record with current information about housing and income.

Once the three-month reassessment of eligibility is completed, the household should be notified whether they will continue to receive assistance or not, including signing the reassessment form. If continuing to receive assistance, new documents, including an updated housing stability plan, budget and financial assistance calculation should be prepared and discussed with the client.



A copy of the Three Month Reassessment of Eligibility is included in the appendix. The Reassessment requires updated documentation of income, which should be attached to the form and included in the file.

☐ Key pieces of information from the Three-Month Reassessment Form, including any change in income or address is to be entered into HMIS. (In the future, the Three-Month Reassessment may be an HMIS provided form.)

Q. Termination of Housing Assistance or Program Participation

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

R. Termination of Housing Assistance or Program Participation

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of

his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

- If a program participant is found to be violating the participation agreement, reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services. Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.
- If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.
- Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor within the agency. This request must be made in writing and must be reviewed the request within 14 calendar days. A written notice of the final decision will be issued to the participant.
- The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of the Program Manager.



A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG recipient.

s. Grievances and Appeals

ESG subrecipients must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

If there is a grievance specific to the ESG that has not been resolved through the agency grievance process, ESG program participants may appeal to the local recipient. Recipients will follow their appeal process.

T. Program Exit

Upon completion or termination of the program, all members of the household should be exited in HMIS. Information including household income, final address and housing status should be recorded and updated.



The Exit Form is an HMIS-provided form. A printed copy of the form(s) should be kept in the participants file and all data entered into HMIS.

Section IV. Housing Management Information System (HMIS)

CFR 576.107 ESG-Program-HMIS-Manual.pdf

ESG funds may be used to pay for the costs of participating in and contributing to the Homeless Management Information Systems (HMIS) designated by the Continuum of Care for the area.

1. Eligible Costs

- a. The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
 - Purchasing or leasing computer hardware, purchasing software or software licenses, purchasing or leasing equipment, including telephones, fax machines, and furniture
 - Obtaining technical support
 - Leasing office space, charges for electricity, gas, water, phone service, and high speed data transmission necessary to operate or contribute data to HMIS
 - Paying salaries for operating HMIS that can include data entry, monitoring and reviewing data quality, data analysis, training staff on using HMIS or comparable data base, implementing and complying with HMIS requirements, paying for staff to attend HUD-sponsored and HUD- approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; paying staff travel costs to conduct intake, paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. (The HMIS Lead
 - is the entity designated by the Continuum of Care to operate the area HMIS
 - If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on the data. Note: information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS

Section V. Administration

CFR 576.108

a. Eligible Costs

- The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 576.101 through 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
 - General Management, oversight and coordination and can include salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging these costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following: program budgets, schedules and amendments; developing systems for assuring compliance, developing interagency agreements and agreements with subrecipients; monitoring; reporting and preparing other documentation directly related to the ESG program for submission to HUD; coordinating resolution of audit and monitoring findings; evaluating program results; managing and supervising persons whose primary responsibilities with regard to the program as those described in (a)(1)(i)(A) through (G) of this section; travel costs incurred for monitoring; administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
 - Training on ESG requirements. Costs of providing training on ESG requirements and attending HUD-sponsored ESG training.
 - Consolidated plan. Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
 - Environmental Review. Costs of carrying out the environmental review responsibilities under 576.407



b. Sharing Requirements

If recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations. If the recipient is a territory, metropolitan city, or urban county, the recipient **may share** its funds for administrative costs with its subrecipients.

Section VI. City of Berkeley Monitoring of Subrecipients

The City of Berkeley require Sub-recipients to submit the below program and fiscal reports on a quarterly basis in the City of Berkeley's online contracting system:

- Program Report with client demographics
- Homeless Management Information Systems Program Report with outcomes
- Annual Status Report for CDBG/ESG/HOME funded projects only
- Advance Payment Request Form
- Statement of Expense

At the end of the fiscal year subrecipients must submit a year-end general ledger and profit and loss statement that supports the year-end statement of expense report. On a biennial basis, the City conducts a full monitoring of the program that includes a review of the agency's administrative, program, and financial practices and records. The monitoring is performed using the below City of Berkeley and HUD monitoring tools.



See Part III in Appendix for program monitoring forms:

1. City of Berkeley Administrative Review
2. City of Berkeley Program Review
3. City of Berkeley Financial Review
4. HUD Chapter 28-3 Guide for Review of ESG Sub recipient Grant Management
5. HUD Chapter 28-6 Guide for Review of ESG Rapid Rehousing and Homeless Prevention
6. HUD Chapter 28-8 Guide for Review of ESG Financial Management and Cost Allowability

Below is the City's monitoring protocol and timeline:

1. Identify time period to monitor. Recommend 4th quarter. Ensure you have the Program Report, Statement of Expense and GL before the planned monitoring visit. Monitors will email the Community Agency to schedule the monitoring visit and entrance conference and prepare Monitoring Guides in CDS and provide to Agency in preparation of the monitoring visit. CDS will send the Agency a standardized message about the upcoming monitoring visit as well.
2. In addition to City developed monitoring guides, the monitor will include Federal monitoring guides when reviewing federally funded agencies. For Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG) funded agencies, the monitor will provide appropriate CDBG and ESG monitoring guides found in Chapters 3 and 28 in the Community Planning Monitoring Handbook 6509.2 located here: https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2
3. Monitors should give at least several weeks' notice and negotiate a time that is mutually convenient, describe the information to be reviewed, provide Community Agency staff with a copy of the Monitoring Guides, indicate expected duration of the monitoring, agency staff needed for interviewing, and space required.

4. The entrance conference will provide an overview of the purpose, scope and schedule of document review to the Community Agency Contract Representative and staff that will be involved. This may be three separate meetings to cover the three areas: Administration, Financial and Program.
5. Attend monitoring visits and complete the monitoring guides.
 - a. Collect required documents
 - b. Review three budget line items from each program's Statement of Expense: salaries and two other expense line items that are material or appear to need verification.
 1. Salaries: Review Timesheets, Contract Exhibit B salaries, against payroll register - which would have the name/s and salaries, paid to the staff identified as working in the program. Timesheets should:
 - ii. Show # of hours worked on COB contract activities.
 - iii. Support number of hours worked and agree with the payroll register.
 - iv. Verify Agency is paying COB minimum wage and/or living wage if applicable.
 - v. Verify if Agency is paying fringe benefit expenses charged to the program are supported by invoices paid to health insurance and worker's compensation insurance companies.
 2. Line Items 2 & 3:
 - vi. Verify the expenses chosen in No. 2 above against the agency's ledger of detailed expenses. The ledger format would vary depending on the accounting software the agency is using (most agencies use Quick Books). The agency's account name, number, and balance can be found in the general ledger. Expense transaction details of how, when, and to whom payments were paid would show in a separate report. Generally, accounting software can generate a report showing these details sorted by funding source. The monitor must check that the expenses were:
 - a) Properly authorized and calculated, and
 - b) Expenses were charged to the proper funding sources. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations), and
 - c) Invoices were marked/stamped paid to avoid duplication of payments. Ideally, the account number used for the charge should be written on the face of the invoice. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations).
6. Exit Conference: At the Exit Conference, the monitor should:
 - i. Present tentative conclusions of monitoring;
 - ii. Provide an opportunity for the agency to correct any misconceptions or misunderstandings on your part Secure additional information from agency staff to clarify or support their position; and
 - iii. Provide an opportunity for subrecipient staff to report on any steps they are already taking to correct the matter.

7. Follow-Up Monitoring Report

1. The monitoring report, which is completed in CDS, provides a permanent, written record of the monitoring visit that is kept on file and provides an opportunity for the Community Agency to respond to recommendations, concerns and findings. The Report should recognize work performed well and point out corrections or improvements needed. It should identify all “findings” and “concerns,” and include specific recommendations for improvements. Findings must be supported by facts in the report. The letter should include deadlines for providing a written response and for correcting each deficiency identified. The letter is prepared by the Contract Monitor and reviewed and approved by the Contract Supervisor prior to sending to Agency. Monitoring Letter should be sent within 30 days of the visit.
8. Upon receipt of Agency response to monitoring report, the Contract Monitor will review agency answers to determine if the response and additional documentation, if needed and provided, is sufficient to regard the finding and/or concern resolved. The Contract Monitor will prepare a final response to either complete the monitoring or ask for additional information and submit to supervisor for review. The communication will continue until the finding and/or concerns are resolved.

Appendix of Forms and Documents

ESG Client File Document Check List

(click [here](#) to return to relevant section of manual)

Last Name: _____ First Name: _____ HMIS ID: _____

I. Eligibility Documentation (check or indicate date completed in blank to left)

- _____ Application for Assistance and Eligibility Screening Form
- _____ Homeless Status/At-Risk Housing Status and Back up Documentation
- _____ Income Eligibility Determination and Back up Documentation
- _____ Asset Verification Documentation
- _____ Intake on Head of Household (HMIS SIF form)
- _____ Intake(s) on other household members *(if applicable)* (HMIS SIF form)
 - Intake on other adult _____ Intake on other adult _____
 - Intake on child: _____ Intake on child: _____
- _____ Other: _____

- _____ Current ROI _____ Date: _____

II. Documentation on the Housing Unit and/or Utilities (check or indicate date completed in blank to left)

- _____ Documentation of rent or utility arrears *(if applicable)*
- _____ Rent Reasonableness and Payment Standard determination for rental unit
- _____ Habitability Inspection (includes Lead Assessment)
- _____ Lease between Participant and Landlord
- _____ Rental Assistance Agreement with Landlord
- _____ W-9 Form
- _____ Other: _____
- _____ RealQuest or other owner verification documentation

III. Documentation of Assistance/Ongoing Services (check or indicate date completed in blank to left)

- _____ Household Budget
- _____ Housing Stability Plan
- _____ Financial Assistance Calculation Form
- _____ Links to Mainstream Resources
- _____ Case Management Notes
 - Three Month Reassessment(s) *(if applicable, insert dates)*
 - 1. _____ 2. _____ 3. _____ 4. _____
- _____ Exit Form (HMIS form)

- _____ Termination of Housing Assistance Form *(if applicable)*
- _____ Other: _____

ESG Application for Assistance and Eligibility Determination Form

(click [here](#) to return to relevant section of the manual)

Complete this form and have the head of household sign it. This form will determine eligibility and act as an application by the household for assistance.

Assessment Date: / / _____

Staff: _____ Agency: _____

A. General Information

1. Head of Household:

First: _____ Middle: _____ Last: _____ Suffix: _____

Complete ROI for Head of Household or check here _____ if current ROI on file

2. Other Members of Household

First Name	Last Name	Age	Relationship to Head of Household

Total number of persons in household: _____

If applicant is determined to be eligible for assistance, you must complete an HMIS Standard Intake Form (SIF) for every household member.

3. Why are you seeking assistance? Please choose an option, then describe below.

- I am living on the streets, or a place not meant for human habitation
- I am in a shelter or TH housing program and have been referred for rapid re-housing
- I am applying for shelter because I must leave where I am currently staying
- I want to keep the housing I have and am at imminent risk of losing it

Explanation: _____

I understand that I am applying for assistance from the federally-funded Emergency Solutions Grant Program. I understand that I am required to certify that all information in this application is true and to provide all required documents to determine eligibility and to enter into a housing stability plan if I am eligible for assistance. I also understand that financial assistance is not guaranteed, is time-limited, and may be terminated or adjusted at any time. I declare that all information I have provided in this application is true to the best of my knowledge.

Head of Household Signature: _____ Date: _____

B. Rapid Rehousing Assessment (Cross through and skip this section if applicant household is applying for prevention assistance)

Homeless Status Documentation: To receive rapid rehousing assistance, clients must be homeless by the HUD Homeless Definition and eligible for assistance under certain categories. Use this portion of the form if the applicant client household is Literally Homeless (Category 1), or is fleeing/attempting to flee domestic violence (*Category 4*) **and** also meets the category of Literally Homeless. Otherwise, complete Section B. of this form for Homeless Prevention.

1. Is household among the eligible target population for this program?

- Living/staying in a shelter.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets or place not mean for human habitation.
- Fleeing or attempting to flee domestic violence **and also meets one of the above conditions.**

Documentation	
Literally Homeless – on the streets or in a shelter	(in order of preference for documentation) <input type="checkbox"/> Written observation by an outreach worker (attached), or <input type="checkbox"/> Written referral by another housing or service provider (attached) HMIS intake for shelter/TH, or <input type="checkbox"/> Self- certification that s(he) was living on the streets or in a shelter (attached)
Exiting an institution and entered from literal homelessness	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/ or documented oral referral (attached), or <input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited institution (attached)

Be sure to attach the supporting documentation to the application in file.

2. This household is a candidate for ESG rapid rehousing because:

- They are homeless but have adequate income to afford a place if assisted to obtain one with short-term assistance (deposit and up to one to three month’s rent subsidy).
- They are homeless and don’t currently have adequate income for housing but have potential to increase income to be self-sustainable within approximately 6 months and are willing to commit to a housing stability plan.
- They are currently homeless but with assistance can move into a stable situation with friends or family or another situation that doesn’t require an increase in income.
- They are currently homeless and are expected to receive a housing subsidy within six months from another source but need financial assistance to gain housing and/or support services

Subsidy anticipated:

- OPRI VASH Shelter Plus Care Other: _____

Note: ESG funds may not be used to cover any cost covered by another subsidy source. For rapid rehousing candidates with a subsidy, ESG may only be used to pay security deposit and utility deposits if needed to secure housing.

Current Subsidy _____ pays for: _____

No other subsidy currently

Proceed to Part D: Income Verification Section

C. Homelessness Prevention (Cross through and skip this section if applicant household is applying for Rapid Rehousing)

To receive Prevention assistance, clients may either be homeless under certain categories of the HUD Homeless Definition or At Risk of Homelessness under any category of that definition. Use this portion of the form if the applicant client household is at Imminent Risk of Homelessness (Category 2), fleeing/attempting to flee domestic violence **but** does not meet the category of Literally Homeless (Category 4) or is At Risk of Homelessness. Households who do not qualify for rapid rehousing or prevention assistance under these definitions are not eligible for ESG assistance under this program.

1. This household is a candidate for prevention assistance because:

- They are currently seeking shelter, and have been staying with family or friends who will no longer let them remain there. (Must be required to leave within 14 days.)
- They are staying in a hotel or motel using their own resources, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They are fleeing or attempting to flee domestic violence, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They have a place to live with their name on the lease from which they are being evicted (must be required to leave within 14 days.)
- They are about to be discharged from foster care, or have recently been discharged from foster care, and the residence where they are currently living will be lost within 14 days

Documentation	
Imminent Risk of Homelessness	<input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave (attached), or <input type="checkbox"/> Leaving a hotel or motel – evidence that household has been staying in hotel/ motel (attached), and this application documents lack of resources <input type="checkbox"/> A documented and verified oral statement that residence will be lost within 14 days of the date of this application (attached), and this application documents lack of resources.
Leaving an institution, including foster care	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/oral referral (attached), or <input type="checkbox"/> Written report of intake workers’ due diligence to obtain above evidence <u>and</u> certification by the individual that they exited an institution or foster care(attached)
Fleeing domestic violence	For victim services providers: <input type="checkbox"/> An oral statement, by the individual or head of household self-certified or certified by the intake worker, which states they are fleeing and have no subsequent resident or resources. For non-victim services providers: <input checked="" type="checkbox"/> An oral statement, by the individual or head of household self which states they are fleeing and have no subsequent resident or resources. Where the safety of the individual or family is not jeopardized, the oral statement must be verified.

2. Housing Assessment (Prevention Only)

If household intends to keep current housing, what is the monthly rent? _____



If the household intends to remain in their current unit, does the rent amount exceed the FMR payment standard (based on the chart below)?

- No: Proceed to next page.
 Yes: Client is not eligible to be subsidized in their current unit. Ask the client if they are interested in relocating to less expensive housing and if so, proceed with assessment. Otherwise, stop here; client is not eligible. Proceed to end of form

Final FY 2020 FMRs By Unit Bedrooms				
Studio/Efficiency	1-bedroom	2-bedroom	3-bedroom	4-bedroom
\$1545	\$1,875	\$2,335	\$3,215	\$3,945

Source: <http://www.huduser.org/portal/datasets/fmr.html>

Is your name on a rental agreement?

- Yes
 No

If your name is not on a rental agreement, are you living with someone who has a rental agreement and who has notified you in writing that you must leave?

- No Yes

If you owe back rent, how much do you owe? _____

How many month's rent is that?

- One Two Three Four Five Six or more Don't Know

Is your landlord willing to accept rent from you?

- No Yes Don't Know Does Not Apply

If you are at risk of eviction, where are you in the eviction process?

- Have not been served formal notice
 Served a 3 -day notice to pay rent or quit
 Served an Unlawful Detainer summons
 Eviction judgment has been issued

Does not apply

Do you currently receive any type of housing or utility subsidy or assistance from any other source?

- No Yes

Subsidy pays for: _____

Note: ESG funds cannot be used to cover any cost covered by another subsidy source. For prevention candidates with a housing subsidy, ESG may only be used to pay the tenant portion of overdue back rent.

Be sure to attach housing status verification form and supporting documentation in file. Proceed to Part D: Income Verification Section

D. Income Verification

What is the combined income of this applicant household? _____

Household size: _____

Alameda County, California FY2020 Income Limits						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
Extremely Low Income (30% of AMI)	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100

Source: HUD User FY 2019 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>.
 & Department of Health & Human Services (HHS) 2019 Federal Poverty Level Chart. <https://aspe.hhs.gov/poverty-guidelines>.

- At or below 30% AMI for household size
- Above 30% AMI for household size and seeking rapid rehousing assistance. Authorization of recipient may be required to proceed.
- Required Authorization: _____ (if applicable)
- Above 30% AMI for household size and seeking prevention assistance— **INELIGIBLE**: Proceed to end of form.

You may use the ESG Income Eligibility Calculation Form or another similar form to determine income. Be sure to include income verification form and supporting documentation for determination in file.

E. Resources, Networks and Asset Determination

In addition to meeting the housing status and income requirements, applicants must demonstrate that they do not have sufficient support or resources to retain or gain housing on their own.

ii. Asset Assessment

To determine whether the applicant household has resources that could be used to prevent or end their homelessness, and to determine the amount of financial assistance to be provided, the program must review their assets. This portion of the form applies to all adults in the household listed on page 1.

- No Bank accounts

Bank Accounts (attach appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: _____ Type of account: _____ Name(s) on Account: _____
 Acct #: _____ Acct. Balance: _____ as of ____/____/____

2. Name of Financial Institution: _____ Type of account: _____ Name(s) on Account: _____
 Acct #: _____ Acct. Balance: _____ as of ____/____/____

Investment Accounts (obtain appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: _____ Type of account: _____ Name(s) on
Account: _____
Acct #: _____ Acct. Balance: _____ as of ____/____/____

Other Assets

of Vehicles: _____ No Vehicles


Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

For cars that are 2007 or newer, note blue book value: _____

Property or other (describe and note value): _____

Be sure to attached copies of bank statements or other asset verification

 If assets exceed **\$2,000** per individual or **\$3,000** per couple, if any vehicle is worth more than \$10,000, or if household has more working cars than adult drivers, the household is ineligible.

No Yes: ineligible. Proceed to end of form

ii. Personal Resource and Networks

Other subsequent housing options

What steps have you taken to identify other appropriate housing options that you can afford *without any assistance from this program*?

Summary of assessment: _____

Does the household have any other appropriate housing options? Yes No

2) Financial Resources

Do you have any other resources that you could use to help your household gain housing or remain in your housing? (See asset assessment; discuss use of participants personal resources to resolve situation.)

Summary of assessment: _____

Does the household have other financial resources sufficient to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

3) Support Networks

Do you have any other support networks that could help you gain housing or remain in your housing? (This would include family or friends who can lend or give money, a faith-based organization that can assist you, someone with whom you can live, etc.)?

Summary of assessment: _____

Does the household have support networks needed to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

F. Approach to housing stability

How did your current situation of homelessness or housing instability come about?

Describe: _____

Are you currently doing anything to increase your household income or decrease your costs?

No Yes Does Not Apply

Describe: _____

If you are to be assisted, are you willing to participate in services to increase your income or decrease your costs?

No Yes Does Not Apply



If household is not currently working toward increasing income or decreasing costs and is unwilling to do so, the household *may be* determined as ineligible. (Note that households with a fixed income may not need to increase income to remain stable.)

Please add any other information pertinent to eligibility determination:

May 12, 2020

FOR STAFF USE ONLY:

Last Name: _____ First Name: _____ HMIS ID: _____

Eligibility Determination

A. Household is not eligible to receive ESG assistance due to:

- Not among target population for local program
- Ineligible Housing Status
- Over Income
- Households Assets exceed asset limit
- Household is already receiving a subsidy for the same cost for which the household is seeking assistance
- Adults in household unwilling to engage in activities or participate in services designed to support housing stability plan
- Household as already received 24 months of ESG assistance in last 36 months

If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:

1. Program: _____ How was referral made?: _____
2. Program: _____ How was referral made?: _____
3. Program: _____ How was referral made?: _____
4. Program: _____ How was referral made?: _____

B. Household is eligible to receive ESG assistance.

- Eligibility for rapid rehousing verified;** household will be enrolled and housing search assistance will begin.
- Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

Staff signature: _____ **Date:** _____

Proceed to enroll the Household:

- o Complete ROI and HMIS Intake,
- o Sign the participation agreement,
- o Complete the Household Budget and develop Housing Stability Plan.
- o If housing unit is identified, complete unit documentation, Financial Assistance Calculation Form and other required documentation.

ESG Program Participation Agreement
(click [here](#) to return to relevant section of the manual)

The ESG Program provides support services and limited financial resources to help households gain housing or remain housed.

I understand that this program may provide me with some or all of the following services:

- Assistance finding and obtaining housing
- Assistance developing a housing plan
- Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
- One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
- Referrals and support to apply for benefits for which I or a member of my household may be eligible.
- Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

- Provide accurate and honest information to my housing specialist and other program staff.
- Work with a housing specialist to develop a housing plan.
- Take all necessary steps to achieve the goals outlined in the plan.
- Meet with my housing specialist at intervals established in my housing plan, and not less than monthly during my participation in the program.
- Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
- Provide current proof of income when requested.
- Pay my portion of rent on time every month and *immediately* advise the housing specialist if I have any trouble in doing so.
- Provide any documentation required by the housing specialist as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
- Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

I understand that neither _____ (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.

Client Name: _____ Client Signature: _____ Date: _____

Housing Navigator: _____ Agency Name: _____ Date: _____

Sample Budgeting Worksheet

(click [here](#) to return to relevant section of the manual)

Participant Name:	Date:	
	Actual (with current income)	Proposed (with anticipated income and/or subsidy)
Housing Expenses		
Rent		
PG&E		
Water		
Other:		
Car Expenses		
Loan payment		
Insurance		
Gas		
Maintenance & repairs		
Debt		
Creditor 1		
Creditor 2		
Miscellaneous		
Groceries, Lunches, meals		
Childcare		
School supplies		
Prescriptions		
Cable TV		
Internet Connection		
Telephone		
Clothing		
Hair supplies/Toiletries		
Other:		
Other:		
Expense Total		
Income		
Earnings		
Social Security related \$		
Unemployment		
Food Stamps		
Other:		
Other:		
Income Total		
Total Income Minus Expenses		

Participant Signature: _____ Date: _____

Case Manager/Housing Specialist Name _____ Signature _____ Date _____

ESG Housing Stability Plan
(click [here](#) to return to relevant section of the manual)

Initial Plan Date _____

Client/Head of Household Name: _____

My 30 day housing goal is: _____

If different, my 90 day goal is _____

If different, my permanent housing goal is _____

I have or will have the following resources to help me achieve my goals:

- 1.
- 2.
- 3.

In order to reach these goals, I commit to take the following steps:

Step	Actions	What I'll do	Help I'll Receive	Done by:	Notes at Follow Up
1					
2					
3					

Client Signature: _____

Date: _____ Housing Navigator: _____ Date: _____

City of Berkeley
ESG Financial Assistance Calculation Form

(click [here](#) to return to relevant section of the manual)

Before preparing this calculation, complete the budget form with the Head of Household. Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : _____ Service Point ID: _____

Assessment date: _____ Staff: _____

First financial assistance calculation Reassessment of financial assistance

A. GENERAL

Enter the information below from the budget and assets form to determine the amount of financial assistance

Combined Household income: _____ (from application) Rent: _____ (from lease)

Income minus Rent: _____ * **Percent of income for rent without subsidy:** _____

Total Expenses _____ (from budget)

* **Difference between income and expenses:** _____

* **Current Assets:** _____ (from application)

Use information indicated with * to determine financial assistance below

B. SECURITY DEPOSIT (skip if not applicable)

New residence requires a Security Deposit of: _____ (This may include up to two months rent if required as deposit but should not include first month's rent in this calculation. Assistance with First month's rent should be part of the Rental Assistance in section C. below)

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

Program will make a payment on behalf of household of: _____

C. UTILITY DEPOSIT (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: _____ Required Deposit: _____

Utility: _____ Required Deposit: _____

Utility: _____ Required Deposit: _____

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

Program will make a payment on behalf of household of: _____

D. SHORT OR MEDIUM TERM RENTAL ASSISTANCE (cross through and skip if not applicable)

Client has no income

Program will pay 100% of the rent for up to three months or until a change in income occurs

Household has income and will make payments to the landlord of:

50% of the rent. Amount: _____

50% of their income toward the rent: Amount _____

Another amount: _____ (Requires agency supervisor approval.)
Authorized Approval: _____

Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:
Subsidy anticipated: _____ Date anticipated: _____

Program will make a monthly rental assistance payment of \$ _____ (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: _____ months.

E. UTILITY ARREARS (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes _____ in past utility arrears (from documentation of utility arrears)

Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

A monthly payment toward the arrears of: _____ Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

Program will make a payment on behalf of household of _____

F. FINANCIAL ASSISTANCE AGREEMENT

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: _____ (not later than 3 months from first expected payment.)

Participant Signature: _____ Date: _____

Housing Specialist Signature: _____ Date: _____

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/lessor or utility company indicating the amount of arrears.)

Rent Reasonableness and FMR Certification
 (click [here](#) to return to relevant section of the manual)

	PROPOSED UNIT	COMPARISON UNIT #1	COMPARISON UNIT #2	COMPARISON UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES UNIT: SITE: NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT UTILITY ALLOWANCE GROSS RENT				
HANDICAP ACCESSIBLE?				

CERTIFICATION:

A. Compliance with Payment Standard

$$\underline{\hspace{2cm}} \text{ Proposed Contract Rent} + \underline{\hspace{2cm}} \text{ Utility Allowance} = \underline{\hspace{2cm}} \text{ Proposed Gross Rent}$$

Approved rent does not exceed applicable Payment Standard of \$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

NAME:	SIGNATURE:	DATE:
--------------	-------------------	--------------

Habitability Standards Inspection Form

(click [here](#) to return to relevant section of the manual)

(based on HUD’s HQS and the HPRP Notice; Certified HQS Inspectors may use an HQS form instead)

Name of Participant	Participant Phone Number	Date of Request (mm/dd/yyyy)
Inspector		Date of Initial Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Re-inspection	Date of Last Inspection (mm/dd/yyyy)	Agency

A. General Information

INSPECTED UNIT		Year Constructed (yyyy):
Full Address		Housing Type (check as appropriate) <input type="checkbox"/> Single Family <input type="checkbox"/> Detached Duplex <input type="checkbox"/> or two family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise; 3,4 stories including <input type="checkbox"/> garden apt. High Rise; 5 or <input type="checkbox"/> more stories <input type="checkbox"/> Manufactured <input type="checkbox"/> Home Congregate
Number of Children in Family Under 6:		
OWNER NAME	OWNER PHONE	
ADDRESS OF OWNER/AGENT		

Is Lead Paint inspection required? (unit was constructed prior to 1978 and children under age 6 or a pregnant woman are in the household.) Yes No

B. Summary Decision on Unit (to be completed after form is filled out)

<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusi	Number of bedrooms	Number of sleeping rooms	Signature of Inspector
---	--------------------	--------------------------	------------------------

How to use this form

- Review each room in the house as listing in the form (1. Living Room; 2. Kitchen; 3. Bathroom; 4. Other Rooms Used for Living or Halls (use as many as needed); 5. All Secondary Rooms Not Used for Living; 6. Building Exterior; 7. Heating, Plumbing and Installation; 8. General Health and Safety.
 Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- In the space to the right of the item, if the decision is "Fail," write what repairs are necessary.
- If the item passes inspection, check the "Pass" box.
- A final summary page to note repairs needed is provided on the final page. If owner/manager is present at inspection, gather signature on final page.
- For lead paint inspections, if not required, mark "not applicable." Otherwise, note if the unit is a "pass" or "fail."

INSPECTION CHECKLIST

Item #	1. LIVING ROOM Description	DECISION		Repairs
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT			
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working			
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
1.5	WINDOW CONDITION Is there at least one window, are all windows free of signs of severe deterioration or missing or broken			
1.6	CEILING CONDITION Is the ceiling sound and free from			
1.7	WALL CONDITION Are the walls sound and free from hazardous			
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
1.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10%			<input type="checkbox"/> Not Applicable
Item #	2. KITCHEN Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT			
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?			
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous			
2.7	WALL CONDITION Are the walls sound and free from hazardous			
2.8	FLOOR CONDITION Is the floor sound and free from hazardous			
2.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
2.10	STOVE OR RANGE WITH OVEN Is there a working oven and a stove (or range) with top burners that work?			
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			

2.12	SINK Is there a kitchen sink that works with hot and cold running water?			
2.13	SPACE FOR STORAGE AND PREPARATION OF FOOD Is there space to store and prepare food?			
	3. BATHROOM	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
3.1	BATHROOM PRESENT			
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed			
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?			
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous			
3.7	WALL CONDITION Are the walls sound and free from			
3.8	FLOOR CONDITION Is the floor sound and free from hazardous			
3.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more			Not Applicable <input type="checkbox"/>
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed wash basin with hot and cold			
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?			
3.13	VENTILATION Are there operable windows or a working			
	4. OTHER ROOMS USED FOR LIVING OR HALLS	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		

4.2	ELECTRICITY If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?			
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
4.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
4.5	WINDOW CONDITION If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing OR broken			
4.6	CEILING CONDITION Is the ceiling sound and free from			
4.7	WALL CONDITION Are the walls sound and free from			
4.8	FLOOR CONDITION Is the floor sound and free from hazardous			
4.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS Are smoke detectors in each room used for sleeping? Are they working?			
	4. OTHER ROOMS USED FOR LIVING OR HALLS	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom		
4.2	ELECTRICITY			
4.3	ELECTRICAL HAZARDS			
4.4	SECURITY			
4.5	WINDOW CONDITION			
4.6	CEILING CONDITION			
4.7	WALL CONDITION			
4.8	FLOOR CONDITION			
4.9	LEAD PAINT			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS			
	4. OTHER ROOMS USED FOR LIVING OR HALLS	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required

4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	ELECTRICITY			
4.3	ELECTRICAL HAZARDS			
4.4	SECURITY			
4.5	WINDOW CONDITION			
4.6	CEILING CONDITION			
4.7	WALL CONDITION			
4.8	FLOOR CONDITION			
4.9	LEAD PAINT			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS			
	5. ALL SECONDARY ROOMS NOT USED FOR LIVING	DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
5.1	NONE. GO TO PART 6			
5.2	SECURITY Are all windows and doors that are accessible from the outside lockable in			
5.3	ELECTRICAL HAZARDS Are all these rooms free from electrical			
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially			
	6. BUILDING EXTERIOR	DECISION		Repairs Required
Item #	Description	Yes, PASS	No, FAIL	
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from			
6.2	CONDITION OF STAIRS, RAILS, AND PORCHES Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards?			
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from			
6.5	CONDITION OF CHIMNEY Is the chimney sound and free from			
6.6	LEAD PAINT: EXTERIOR SURFACES Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed			<input type="checkbox"/> Not Applicable
6.7	MANUFACTURED HOMES: TIE DOWNS If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check Not Applicable.			
	7. HEATING, PLUMBING AND	DECISION		

Item #	Description	Yes, PASS	No, FAIL	Repairs Required
7.1	ADEQUACY OF HEATING EQUIPMENT a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms b. Is the heating equipment oversized by more than 15%? c. Are pipes and ducts located in unconditioned space insulated?			
7.2	SAFETY OF HEATING EQUIPMENT Is the unit free from unvented fuel burning			
7.3	VENTILATION AND ADEQUACY OF COOLING Does this unit have adequate ventilation and cooling by means of operable windows or a			
7.4	HOT WATER HEATER Is hot water heater located, equipped, and installed in a safe manner?			
7.5	WATER SUPPLY Is the unit served by an approvable public or private sanitary water supply?			
7.6	PLUMBING Is plumbing free from major leaks or corrosion that causes serious and			
7.7	SEWER CONNECTION Is plumbing connected to an approvable			
	8. GENERAL HEALTH AND SAFETY	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
8.1	ACCESS TO UNIT Can the unit be entered without having to go through			
8.2	EXITS: Is there an acceptable fire exit from this building that is not blocked?			
8.3	EVIDENCE OF INFESTATION Is the unit free from rats or severe infestation by mice or vermin?			
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food			
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on			
8.7	OTHER INTERIOR HAZARDS Is the interior of the unit free from any other hazards not specifically identified			
8.8	ELEVATORS Are they working and safe?			

8.9	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			
8.10	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free			
8.11	LEAD PAINT: OWNER CERTIFICATION If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of			<input type="checkbox"/> Not Applicable
9. MISCELLANEOUS		DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
9.1	Is there sufficient sleeping place for each individual?			
9.2	Is there adequate natural or artificial illumination to permit activities in the home?			
9.3	Is home and equipment maintained in a sanitary condition?			

Summary of Repairs Needed:

Item Number:	Repair Needed:

Owner/Manager's Signature:

Rental Assistance Agreement Letter
(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

_____ (Head of Household) has been approved to receive temporary financial assistance through the Emergency Solutions Grant program. The program is designed to help the participant secure and/or retain housing and be a successful tenant. Our agency will maintain regular contact during his/her time in the program to assist him/her with any problems related to his/her housing or tenancy. The program does not, however, assume any responsibility for the tenant's rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she has with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$ _____
- A short-term rent subsidy in the amount of \$ _____ (currently approved until _____

date. This subsidy may be extended at the program's discretion)

- Assistance with past due rent in the amount of \$ _____

All other payments under the terms of the lease are the responsibility of the tenant.

[Name of Housing Agency] _____, will provide the above housing assistance payments to you beginning [date]. By signing below, you agree to apply all payments you receive on the tenant's behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she resides in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

You are welcome to contact me if you have any questions or concerns regarding the program or this tenant's housing. [name, title at 510 XXX-XXXX or [housing specialist @ agency.org](mailto:housing_specialist@agency.org)]. Thank you for working with us.

Sincerely,

I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.

Property Owner/Property Manager Name: _____

Signature: _____ **Date:** _____

Three Month Reassessment of Eligibility
 (click [here](#) to return to relevant section of the manual)

Reassessment Date: ____/____/____
 Staff Name: _____ Agency: _____
 Program: ESG FRHP PRCS Other: _____

Head of Household Name: _____ Service Point ID: _____

Before beginning this Reassessment form, collect copies of updated income documentation for the household.

Has there been a change in address or phone since the last assessment?

- No Change
 Address and/or phone has changed; new information below **(Enter into HMIS Housing Sub-assessment)**

Current STREET Address: _____ Apartment or Unit Number: ____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alternate Phone: _____

Start Date (Date moved into Permanent Housing) ____/____/____

- a) Total Household Members living/will live at this address: ____
 b) Total ADULTS living/will live at this address: ____
 c) Total CHILDREN living/will live at this address ____ (NOTE: a - b = c)

Time in Program

Has household **a)** received 24 months of ESG assistance in last 36 months or **b)** exceeded other program time limits?

- Yes No



If household has exceeded eligible time in program, record the determination below, and complete the HMIS Exit Form for all adults.

Income Status Eligibility (Complete the income reassessment form attached for each adult and enter into HMIS)

What is the total gross household monthly income (include all household members)? \$ ____

What is the total gross household annual income? \$ _____ (monthly amount x 12)

Using the chart below, circle the household size and determine the percent of Area Median Income (AMI)

Household Size	1	2	3	4	5	6
30% AMI	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100
31-50% AMI	\$43,400	\$49,600	\$55,800	\$61,950	\$66,950	\$71,900

AMI information current as of 2019

Please check the household's current income status AND the documentation attached

- No Income

City of Berkeley ESG Policies and Procedures
May 12, 2020

1-30% AMI

31-50% AMI

Over 50% AMI

Copy of Payment
Statement / Benefit
Notice

Alimony, spousal
or child support

GA, SSI, SSDI, or
TANF

Private Disability

Pension /
Retirement

Unemployment
or Workers'
Comp

Interest /
Dividend Income

Copy of Pay Stubs

Earned Income

Copy of Federal or
State Tax Return

Self-Employment
Income Self-
Certification

No Income

May 12, 2020



If household has income greater than 30% of Median Income for the ESG program, or greater than 50% of AMI for the PRCS or FRHP program, discontinue assistance. Record the determination below, and complete the Exit Form for all adults.

Is household receiving now or going to begin to receive a housing subsidy from another program?

Yes No

Subsidy: _____ Start date: ____/____/____



If household receives another subsidy, household is not eligible for continued *financial* assistance at the same time.

Household may continue to receive supportive services if needed to prevent homelessness. Skip to Housing Stability Plan Progress.

Rent as Portion of Income

Is the household receiving Financial Assistance to remain housed? | Yes
| No

What is the **TOTAL** monthly rent? ___ (the total rent, *not the portion currently paid by tenant*) Rent to Income ratio:

$$\frac{\text{Total Monthly Rent (_____)}}{\text{Gross Monthly Household Income (_____)}} \times 100 = \text{ _____ } \%$$



Housing Stability Plan Progress

Progress toward Obtaining or Maintaining Appropriate Housing:

- Achieved and Complete Making adequate progress Not making adequate progress

Progress toward Income or Employment Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Progress toward Other Stability Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Comments on Plan Progress, Accomplishments and Barriers:

Does household have financial resources and/or support networks that can help them gain/remain in housing?



If household has other resources or support networks that can help them gain or remain in housing that are adequate to secure their housing, **discontinue assistance**. Record the determination below, and complete the HMIS Exit Form for all adults.



RESULT OF REASSESSMENT:

Discontinuing Program Assistance:

- Received maximum permitted assistance
- Over Income
- Below targeted rent to
- Receiving housing income ratio and does not subsidy and does not require services.
- Completed Housing Stability Plan Goals
- Has other resources

Continuing Assistance:

- Continue housing stability if income has changed
- Continue financial assistance, revise/update housing stabilization plan and prepare new budget
- New Budget (if applicable)

Attached:

- Revised Housing Stability Plan

*After completing the reassessment of eligibility, I have been informed that I/my household am/are eligible for continued assistance from this program. I understand that my participation agreement remains in force and that a new stability plan, budget and financial contribution may be required. I understand that I will be reassessed again within three months **or less** and that assistance may be discontinued at any time.*

Head of Household Signature: _____

Date: _____

Staff member signature: _____

Date: _____

3 MO. INCOMEREASSESSMENT FORM

Assessment Date: _____/_____/_____ (For backdate mode) ServicePoint ID# _____

Program/Provider: _____

Client Profile

First: _____ Middle: _____ Last: _____ Suffix: _____

<p>Monthly Income</p> <p>Have you received income from any source in the past 30 days?</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know <input checked="" type="checkbox"/> Refused</p>	<p>Non-Cash Benefits</p> <p>Have you received any of the non-cash benefits listed below in the past 30 days?</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know <input checked="" type="checkbox"/> Refused</p>																														
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Source</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Monthly</u></th> </tr> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Amount</u></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Alimony or other spousal support</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Child support</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Earned Income</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> General Assistance (GA)</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Pension from a former job</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Private disability insurance</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Social Security (retirement income)</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> Social Security Disability Income</td> <td style="text-align: right;">\$ _____ .00 (SSDI)</td> </tr> <tr> <td><input type="checkbox"/> Supplemental Security Income or SSI</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> (TANF) Temporary Assistance for</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td>_____ .00 Needy Families</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Unemployment Insurance</td> <td style="text-align: right;">\$ _____ .00</td> </tr> <tr> <td><input type="checkbox"/> A veteran's disability payment</td> <td style="text-align: right;">\$ _____ .00</td> </tr> </tbody> </table>	<u>Source</u>	<u>Monthly</u>	<u>Amount</u>	<u>Amount</u>	<input type="checkbox"/> Alimony or other spousal support	\$ _____ .00	<input type="checkbox"/> Child support	\$ _____ .00	<input type="checkbox"/> Earned Income	\$ _____ .00	<input type="checkbox"/> General Assistance (GA)	\$ _____ .00	<input type="checkbox"/> Pension from a former job	\$ _____ .00	<input type="checkbox"/> Private disability insurance	\$ _____ .00	<input type="checkbox"/> Social Security (retirement income)	\$ _____ .00	<input type="checkbox"/> Social Security Disability Income	\$ _____ .00 (SSDI)	<input type="checkbox"/> Supplemental Security Income or SSI	\$ _____ .00	<input type="checkbox"/> (TANF) Temporary Assistance for	\$ _____ .00	_____ .00 Needy Families		<input type="checkbox"/> Unemployment Insurance	\$ _____ .00	<input type="checkbox"/> A veteran's disability payment	\$ _____ .00	<p>Source</p> <p><input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)</p> <p><input type="checkbox"/> MediCAL health insurance program (MEDICAID)</p> <p><input type="checkbox"/> MEDICARE health insurance program</p> <p><input type="checkbox"/> Healthy Families Insurance program (SCHIP)</p> <p><input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)</p> <p><input type="checkbox"/> Veteran's Administration (VA) Medical Services</p> <p><input type="checkbox"/> TANF/CalWORKS Child Care services</p> <p><input type="checkbox"/> TANF/CalWORKS transportation services</p> <p><input type="checkbox"/> Other TANF/ CalWORKS-funded services</p> <p><input type="checkbox"/> Section 8, public housing, or other rental assistance</p> <p><input type="checkbox"/> Other source</p> <p><input type="checkbox"/> Temporary Rental Assistance</p>
<u>Source</u>	<u>Monthly</u>																														
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<input type="checkbox"/> A veteran's disability payment	\$ _____ .00																														

Total monthly income \$ _____ .00

Complete one income reassessment for each adult in the household and combine for total household income for program reassessment purposes.



Notification of Termination of ESG Assistance

(click [here](#) to return to relevant section of the manual)

You/your household has violated the terms of your ESG Participation Agreement, signed by _____ on _____ (date.) The program violation(s) consist of

The program is hereby advising you that as _____ no further of _____
/

- financial assistance
- housing stabilization services

Will be provided to you/your household.

You/your household will be solely responsible for covering all housing/utility costs as of that date.

_____(Staff signature) _____(Date)

I have reviewed and authorized this notification:

(Supervisor signature and date)

Procedure for due process: If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request **in writing*** to:

{Job title}
{Address}
{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

**Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*



Appendix Part III: Monitoring of Subrecipients



City of Berkeley
Contract Monitoring Guide
Agency Administrative Review
 Housing and Community Services Department
 2180 Milvia Street/2nd Floor
 Berkeley, CA 94704

1. General Information

Agency:	
Address:	
Phone:	
Date of Last Visit:	Review file for last monitoring. Make note of findings.
Visit Date:	Later summer – fall. Done by end of November for RFP
Contract Number:	
Monitoring Review Period:	1st year of a two year contract
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit: (Name and Job Title)	Executive Director, Operations Director, HR Director
Monitoring Type:	

2. Administration

A. Contract Review	Y	N	N/A	Comments
1. Are copies of current contracts, subcontracts and amendments kept on file at agency for review? (If no, note where items are kept.)				
2. Has agency submitted reports, invoices, and other required materials on a timely basis? (If no, state actions taken to resolve problem.)				Monitor check prior to visit.
3. 501(c)(3) Letter of Determination uploaded in CDS?				“ “
4. Is the agency in good standing with the State of CA? https://www.ftb.ca.gov/businesses/Exempt_organizations/Entity_list.shtml				“ “
5. Is the agency in good standing with the IRS? IRS Agency Check https://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check				“ “
6. Articles of Incorporation uploaded in CDS?				“ “
7. Agency By-Laws uploaded in CDS?				“ “
8. Authorized Signatory uploaded in CDS?				“ “
9. Berkeley Business License uploaded in CDS?				“ “
10. Certificates of Insurance uploaded in CDS?: (Article 12.C.)				“ “
a. Workers' Compensation				“ “
b. General Liability, including Endorsement Certificate				“ “
c. Vehicle				“ “

B. Agency Policy and Procedures	Y	N	N/A	Comments
1. Does the agency have an Operations Manual?				Ask for copy if not on file.
2. Is the agency's current organizational chart on file?				Monitor check prior to visit.
3. Is the agency's current Non-discrimination Assurance Policy on file? (See City Ordinance No. 5876 N.S. and Americans with Disabilities Act of 1990, Civil Rights, Housing & Community Development, and Age Discrimination Acts, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and others listed in COB contract Articles 13.A.5&6. & 21.)				“ “
4. Is the Agency's Written Conflict of Interest Policy with				“ “

B. Agency Policy and Procedures	Y	N	N/A	Comments
appropriate safeguards in place on file? (See 2 CFR Part 215.42) (Article 15.) “ “ https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf ”				
5. Have there been any problems with conflicts of interest within the agency? (If yes, explain how agency has addressed the conflict.)				

C. Board of Directors Review (reference: Brown Act, By Laws)	Y	N	N/A	Comments
1. What is the date of the last board meeting?				Check for on-site copies.
2. How many meetings were held during the contract review period? Is the number of meetings in compliance with the Agency's By-Laws?				
3. Is a current list of Board Members (Board Roster) on file with HCS?				Monitor check prior to visit.
a. Does the board composition comply with Agency by-laws? (Contact information, titles, committees, low- income representatives, etc.)				
4. Is there a copy of agenda and board minutes for each meeting on file at agency? (If no, explain.)				
5. Has the Board or board committee members conducted any closed meetings, Executive Sessions or special meetings during contract review period? (If yes, explain.)				
6. Describe any strategic planning/organizational development activities undertaken since last visit in comments section.				

Monitoring Results: Administration			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

3. Personnel Management

A. Personnel Management	Y	N	N/A	Comments
1. Does the agency have a personnel manual with clear and comprehensive policies and procedures?				
a. If yes, does the manual contain an employee grievance procedure?				
2. Does the agency require all of its employees to sign a code of conduct or conflict of interest statement? (Article 15.)				
3. Does the agency service clients under the age of 18? If yes, does the agency have a policy and procedure for complying with the following requirements:				
a. TB Testing (Article 17.B.)				
b. Criminal Background Check (Article 17.A.)				
c. Is the agency's Child Abuse Reporting Policy on File? (Agencies with Mandated Reporters only.)				
4. Does the agency have an Adult Abuse Report policy on file? (Agencies with Mandated reporters only.)				
5. Are current job descriptions prepared for all COB				Obtain any new/updated documents.

A. Personnel Management	Y	N	N/A	Comments
positions? Are they on file? (Article 6.)				
6. Are the resumes of all staff included in the COB contract budget/Statement of Expense reports on file? (Article 1.A.)				Check all, within reason. Some exceptions may apply (such as rotating clinical staff).
7. Was there any violation to the City's Employment of Near Relatives Policy during the review period?				
a. Waiver Requested?				
b. Waiver Approved?				
c. If yes, explain the exception and how the agency is managing the personnel functions of employees involved.				
8. Are there significant staff vacancies for the program? (Explain.)				
9. Does the agency adequately supervise staff? (Describe the method.)				Describe method and frequencies.
10. Does the agency provide staff development and training? (Describe the efforts.)				
11. Does the agency conduct regular staff meetings to coordinate program activities? (Provide the frequency.)				
12. Does the agency make efforts to hire Berkeley residents, patronize Berkeley businesses, and/or hire women- and minority-owned business?				

Monitoring Results: Personnel Management			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Agency Strengths

Note agency strengths below:
1.
2.
3.
4.

Contract Monitor

Date

Division Manager

Date



**City of Berkeley
Contract Monitoring Guide
Program Review**

Housing and Community Services Department
2180 Milvia Street/2nd Floor
Berkeley, CA 94704

1. General Information

Agency:	
Program Name:	
Address:	
Phone:	
Date of Last Visit:	
Visit Date:	
Contract Number:	
Monitoring Review Period:	
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit: (Name and Job Title)	Program Manager, Case Manager, line staff, etc.
Monitoring Type:	

2. Resource Coordination *(complete this section for each program reviewed)*

A. Volunteer Resources	Y	N	N/A	Comments
1. Does the program seek and receive volunteer support from the local community or past clients? (describe how services are documented in comments)				

B. Collaboration	Y	N	N/A	Comments
1. Does the program have a mutual referral system established with other CBO's?				
2. Does the agency/program participate in other collaborations to maximize services/minimize duplication of services?				
3. If the program is required to collaborate with other COB funded agencies, do they have supporting documentation providing evidence of this collaboration and/or referral system?				

Monitoring Results: Resource Coordination			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

3. Facility Safety *(complete this section for each program reviewed)*

A. Safety	Y	N	N/A	Comments
1. Does the program site(s) have an Emergency Evacuation Plan?				
2. Does the program have a First Aid kit on site(s)?				
3. Does the agency/program have a Disaster Response Plan?				
4. Are relevant material safety data sheets (MSDS)				

A. Safety	Y	N	N/A	Comments
sheets posted on site?				

Monitoring Results: Facility Safety			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Client Services (complete this section for each program reviewed)

A. Outreach	Y	N	N/A	Comments
1. Does the agency/program conduct outreach to inform potentially eligible recipients of available assistance? Note what type of outreach below.				
a. Public Services Announcements				
b. Presentations				
c. Mail				
d. Flyers				
e. Brochures/Pamphlets				
f. Internet				
g. Other				
2. Are outreach materials available in languages other than English? (Note other languages if applicable.)				

B. Program Accessibility	Y	N	N/A	Comments
1. Is the program's facility close to public transit?				
2. Is the program's facility accessible to clients with disabilities?				ADA checklist and other resources available for agencies in monitor tools.
3. Are the program hours accessible to the desired population?				
4. Did the agency maintain records regarding the implementation of procedures intended to:				
a. Advertise the eligibility of facilities and services on a non-discriminatory basis to all persons regardless of race, color, religion, sex, age, national origin, familial status and disability? (Obtain copy.)				
b. Make available to interested persons information concerning the availability and location of services and facilities accessible to persons with disabilities?				

C. Policies and Procedures	Y	N	N/A	Comments
1. Does the program have a written "policies and procedures" manual? Does this manual include how clients engage with the program?				Monitor review available information prior to visit for full discussion during visit.
2. Does the program have a written policy that provides a clear description of eligibility criteria for program services? (If yes, obtain copy.)				“ “
3. Is there a process or procedure by which higher-level management (supervisor) reviews documentation of services delivered for each client, as well as eligibility determinations?				“ “

C. Policies and Procedures	Y	N	N/A	Comments
4. Does the agency have a written statement of client rights?				“ “
5. Does the agency have a written client grievance policy and procedure? (Obtain a copy.)				“ “
a. Does this policy and procedure include denial of services or termination of a client's participation in services?				“ “
b. Does this policy include appeals for clients who have been denied services? (If yes, obtain a copy.)				“ “
c. How and when are clients provided a copy of the policy? (I.e.. enrollment, intake, denial of service?)				“ “
d. Is a signed copy kept in the client file?				“ “
e. Is the policy reviewed at intake?				“ “
f. Is the policy posted on site?				“ “
g. Is the policy easy to understand?				“ “
h. Does the policy describe how to initiate appeals?				“ “
i. Does the policy include a clear description of staff positions and contact information?				“ “
j. Does the policy include timelines for appeal and appeal response at each stage of the appeal?				“ “
k. Is the client informed in writing of the result of the appeal at each stage of the appeal?				“ “
l. Does the policy allow for an advocate or other assistance to file grievance/appeal?				“ “
m. Are clients provided a written notice when denied services explaining the reason for denial?				“ “
n. Does the written notice provide the appeal process?				“ “
6. How are grievances tracked by the agency?				
a. Have any grievances been filed against the agency in the period?				
b. If yes, how many?				

D. Client Files	Y	N	N/A	Comments
1. Are adequate files maintained to document services provided to each client?				Obtain a list of clients prior to visit and/or alert program to have this available in order to identify the client files to review (min. 10% or 10 count).
2. Do the files include adequate documentation of program eligibility?				
3. Do the files contain adequate documentation of income level? Note below which method the agency uses to document income:				
a. Income verified through copies of paychecks or verification from other income source				
b. Income verified through self-certification				
c. Income verified through classification in a presumed category.				
4. If the agency uses the presumed category, does the client file demonstrate that the service provided is limited to one or a combination of the 8 population				

D. Client Files	Y	N	N/A	Comments
segments presumed to be low- and moderate-income by HUD: (Note which categories apply below.)				
a. Abused children				
b. Battered spouses				
c. Elderly persons				
d. Adults meeting the Bureau of Census' Population Report definition of "severely disabled" that applied at the time of this review				
e. Homeless persons				
f. Illiterate adults				
g. Persons living with AIDS				
h. Migrant farm workers				
5. Do the client files include adequate documentation of client contacts, referrals made, and progress in reaching client goals and appropriate service outcomes?				
6. Does the agency charge rent/fees to clients?				
a. If yes, described how rent/fee is calculated in the comments section.				
b. Does the client file indicate that client rents/fees were charged correctly?				
7. Are client files kept in a secure and locked manner to ensure confidentiality?				
8. Are computerized client files kept in a secure manner to ensure confidentiality?				
9. Does the agency have an electronic data backup system?				
10. What is the agency's policies and procedures related to retaining client files? Is the agency complying with Article 6 of the contract and retaining files for a minimum of 5 years?				
11. How are client files destroyed?				

E. Payee and Money Management Services	Y	N	N/A	Comments
1. Does the agency provide payee or money management services? (If NO, skip section)				
2. Does the agency have written policies on how these services are provided? (Obtain copy.)				
3. Can the agency demonstrate client fund balance, both aggregate fund balance and individual client balance?				
4. Does the agency have a bank statement for accounts?				
5. What is the frequency of reconciliation? Please provide the last date of reconciliation.				
6. Is there supporting documentation for expenses paid on behalf of the client?				
7. Are there records of client approval of expenses paid on his/her behalf?				
8. Are any cash, checks and other fiscal records kept in a secure, locked location?				
9. Are financial services managed by more than one person (separation of duties)? (Describe.)				

F. Shelter Plus Care Matching Services	Y	N	N/A	Comments
1. Does the agency provide services to City of Berkeley Shelter Plus Care clients? (If NO, skip section)				Needs to be yes. Coordinate with S+C staff for policies and procedures.
2. Does the agency provide matching services to City's				" "

Shelter Plus Care program?				
3. How is the agency's matching services calculated? (describe in the comments section)				“ “
4. Does the agency have on-site support for previously-submitted match reports?				“ “

Monitoring Results: Client Services			
Total Number of Files:	Total Number of Files Reviewed:		
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding/Concern Resolved? (Y/N)
1.			
2.			

5. Program Reporting and Evaluation (complete this section for each program reviewed)

A. Program Reporting (Article 7.)	Y	N	N/A	Comments
1. Were Program Reports submitted on or before due date?				
2. Were the reports accurate?				

B. Program Outcomes	Y	N	N/A	Comments
1. Do more than 51% of clients served have incomes below 80% of Area Median Income? http://www.hcd.ca.gov/				Print out program reports.
2. Has the agency accomplished the outcomes goals as stipulated in the contract? (If no, explain.)				
3. Does the agency have adequate back-up documentation for the outcomes reported in the (client) file? (If yes, describe documentation method in comments. If no, explain why.)				
4. Has the agency accomplished the service measures as stipulated in the contract? (If no, explain.)				
5. Does the agency have adequate back-up documentation for the service measures reported in the (client) file? (If yes, describe documentation method. If no, explain why.)				
6. Does the agency make additional efforts to monitor and evaluate the effectiveness of agency services? Explain how in the comments section.				

Monitoring Results: Program Outcomes			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

6. Rehab Services (complete this section for each rehab program reviewed)

A. Single Family	Y	N	N/A	Comments
1. Does the project file for the CDBG assistance provide a full description sufficient to show that the activity is eligible and has been properly classified under Subpart C of Part 570? [24 CFR 570.506(a)]				
2. Is there documentation that shows that the applicant is low- and moderate-income, based on the applicant's household size and household income at the time the assistance was provided? [24 CFR 570.208(a)(3) and 24 CFR 570.506(b)(4)(iii)]				
3. Is there a copy of a written agreement (lease) between the program participant and the landlord receiving CDBG assistance? [24 CFR 570.506(b)(4)(i)]				
4. Is there a copy of an initial property inspection on file?				
5. Does the file contain a Work Write-Up and Cost Estimate that addresses the issues raised in the initial inspection?				
6. Is there a contract between the owner and the subrecipient, or the owner and the contractor in the file, which contains either: (i) a list of all of the work to be performed, or (ii) refer to some other document (e.g., a work write-up) that lists all of the work to be performed?				
7. Was a local building permit obtained for the job? Did the building official sign off on the permit, indicating that the work was completed?				
8. If applicable, were Davis-Bacon requirements met?				
9. Were the environmental requirements at Part 58 met?				

B. Other	Y	N	N/A	Comments
1.				

Monitoring Results: Rehab Services			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

7. Program Strengths

Note program strengths below:
1.
2.
3.
4.

Contract Monitor

Date



1. General Information

Agency:	
Address:	
Phone:	
Date of Last Visit:	
Visit Date:	
Contract Number:	
Monitoring Review Period:	
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit: (Name and Job Title)	Executive Director, Financial Officer, Accountant, etc.
Monitoring Type:	

2. Financial Management

A. Fiscal Policies and Procedures (Article 8.)	Y	N	N/A	Comments
1. Does the Agency have clear and comprehensive fiscal policies and procedures?				
2. If yes, do they include the following key internal controls?				
a. Do the policies include procedures for determining the reasonableness, allowability, and allocability of costs?				
b. A fiscal records retention policy that complies with the 5-year minimum retention policy listed in the COB Contract. (Article 6.)				
c. How does the agency assure security of agency funds and property so they are used solely for authorized purposes? (Article 8.) Provide onsite confirmation.				Check for red flag items like petty cash box, cash/credit cards, valuable equipment, etc.
d. Adequate segregation of duties?				
e. Do the policies outline who is authorized to approve financial transactions?				Segregation of duties.
f. How does the Agency secure storage of assets, blank checks, and confidential documents. Provide onsite confirmation.				Agency should submit a list of assets at 4th quarter (in CDS).

B. Record Keeping (Article 6 & 8.)	Y	N	N/A	Comments
1. What is the agency's basis for accounting? (Note in comments: Cash, Accrual, Modified Accrual, Other.)				See glossary of accounting terms in monitoring tools.
2. Are books of accounts and financial statements prepared in-house, and supported by a clear and comprehensive accounting manual? (If no, note where in comments.)				Obtain a copy.
3. Does the financial system contain sufficient information and reflect proper accounting treatment of financial transactions, including:				
a. Bank accounts and cash balances?				
b. Disbursement details, including date, payee,				

B. Record Keeping (Article 6 & 8.)	Y	N	N/A	Comments
name, account, expense classification, and other relevant information?				
c. Segregation of funds from different sources? Does agency have existing standard financial record keeping system to be used for accounting for grant/COB contract funds? (Article 6.A.3.a & 8.A. in COB contract.)				
d. Comparison of expense against budgets? (Article 8.A. & 8.C. in COB contract.)				
e. Initial records and subsequent clearing of cash advances?				
f. Accrual of expenditures to match costs to proper period (if accrual method is used).				

C. Financial Reports (Article 6.)	Y	N	N/A	Comments
1. Are financial records (including balance sheet and statement of revenue and expense) reconciled, maintained, up-to-date, and reviewed by Executive Director on a monthly basis? (Note the frequency.)				
2. Does the Board review the financial reports? (Note the frequency.)				
3. Are the financial statements audited by an independent account? Or has the agency been monitored by any other funder during the period? (Note date of most recent Audited Financial Statement in comments.)				
a. If yes, were there any findings? (Findings must be included in City Desk Audit and their resolution tracked.)				
b. Did the agency correct the findings? (Note how corrected.)				
4. If the agency was not independently audited, were year-end financial statements prepared and available for review?				
5. Did the Agency receive more than \$750,000 in federal funds during the review period? 2 CFR Part 200.501. https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf				
a. If so, what is the date of the Agency's most recent Single Audit? Please provide a copy. Search Audit Database here: https://harvester.census.gov/facdissem/main.aspx				

D. Cash/Check Handling	Y	N	N/A	Comments
1. Are disbursements properly authorized prior to check issuance or cash outlay?				
2. Is there proper segregation of duties for signing checks and withdrawing sub-grant funds?				
3. Were checks signed by authorized signatories?				
4. Were invoices marked "paid" to avoid double payment?				
5. Are bank accounts reconciled monthly? (Note frequency and responsible staff.)				
6. Are bank reconciliation statements reviewed by appropriate staff? (Note responsible staff.)				
7. Are petty cash balances kept at the office premises?				

D. Cash/Check Handling	Y	N	N/A	Comments
Provide Policies & Procedures. (Note size of petty cash fund.)				
a. How often was petty cash fund count conducted?				
b. Was petty cash fund count conducted by someone other than the person handling the fund?				
c. Was individual handling the petty cash fund different from the staff authorizing replenishment of petty cash?				

E. Procurement/Commodity Tracking (Articles 9 & 11.)	Y	N	N/A	Comments
1. Does the agency have clear and comprehensive written procurement policies and procedures that are aligned with the COB contract, Article 11, as it relates to OMB 2 CFR Part 215.40? Website: https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a1110/2cfr215-0.pdf				Obtain a copy.
2. Does the agency require competitive bidding for all major (over \$5,000) procurement?				
a. Is the bidding process adequately documented? Provide documentation.				
b. Are the functions for solicitation and evaluation of bids separate from the selection of winning bid? Is there evidence of proper separation of duties?				
3. Has the agency purchased any equipment valued at over \$600 with COB funds? (Article 9.)				
a. Were the purchases approved as part of the contract budget? If no, agencies need written approval and must add the item to the equipment inventory located at the bottom of the Q4 SOE.				
4. If applicable, has the agency submitted an equipment inventory along with their Q4 SOE?				
5. Has the agency disposed of any property paid for with COB funds during the period? (Article 9.)				
a. If so, how was the property disposed of and did the agency follow the use and disposition requirements contained in Article 9 of the COB contract?				
6. Does the agency have a fixed assets listing/equipment inventory containing sufficient information to identify items acquired by grant/contract funds?				
7. Does the agency subcontract with other agencies or vendors? (If no, skip to next section.)				
a. Do written agreements contain provisions which allow for legal remedies in case of breach of contract and for termination in case of default or other similar instance?				
b. Does the agency have an appropriate and adequate record-keeping system for monitoring its sub-grant-related activities?				Example: financial reports, statements of expenses, timesheets.

3. City of Berkeley Reporting

A. Budget Review	Y	N	N/A	Comments
1. What is the agency's total budget for the current year? (Note amount.)				Cross check with contract.
2. Did the agency/program expenditures stay on track with the expenditure budget in the contract?				Print out SOEs. Check for budget modifications.
B. Statement of Expense (SOE) Reporting and Advance Payment (AP) Requests (Article 7.)	Y	N	N/A	Comments
1. Are requests for advances/reimbursements prepared, reviewed and approved properly and submitted by required deadlines?				
2. Are financial reports prepared, reviewed and approved properly and submitted by required deadline?				
3. In the period under review, were the SOEs accurate?				Typical review period is 4th quarter.
4. Are receiving reports and inventory records used to evidence receipt of commodities and supplies?				Supplies tracking sheet. Can review this as SOE line item.
5. Are shared direct costs allocated to funding sources?				Needs to be yes. Ask for the cost allocation plan.
a. If yes, is the method for allocated shared direct costs documented?				Obtain related documents. If no, this is a finding to be corrected.
C. Line Item #1: Salaries and Payroll (Article 6 & 23.)	Y	N	N/A	Comments
1. Does the agency have an appropriate and adequate timecard/reporting systems for hours worked?				
2. Was the payroll register/ledger available for review?				Use <i>Payroll Worksheet</i> in monitoring tools. Accrued (payroll) vs. taken leave (timecards) tracking.
3. Did timecards reflect distribution of hours worked by fund? Specifically, does the timesheet include distribution of hours of hours charged to the City of Berkeley contract?				See sample timecards in monitoring tools.
a. Were timecards signed by the employee?				
b. Were timecards approved by the supervisor?				
4. Are salary rates consistent with the contract rate schedule?				Refer to contract budget.
5. Were fringe benefits such as medical and dental insurance supported by invoices and agency payments towards invoice?				Ask to see invoices and/or payroll docs.
6. Are all payroll deductions remitted to the appropriate government agency on a timely basis?				Found in check/payroll register.
a. Did the agency pay Berkeley Living Wage for all applicable positions funded under this program? (Article 23.)				
b. Living Wage Ordinance (2016) http://www.ci.berkeley.ca.us/Finance/Home/Vendors_Living_Wage_Ordinance.aspx				Make sure these rates are correct prior to your visit.
i. Without Benefits: \$16.37				
ii. With Benefits: \$14.04				
c. Did the agency pay Berkeley Minimum Wage for all positions funded under this program? http://www.cityofberkeley.info/MWO/				Make sure these rates are correct prior to your visit.
i. Minimum wage in Berkeley \$11, effective Oct.1, 2015, \$12.50 effective Oct. 1, 2016.				
7. Was the agency in compliance with the Equal Benefit Ordinance? (Article 24.)				Self-certification with signatory document on file.

C. Line Item #1: Salaries and Payroll (Article 6 & 23.)	Y	N	N/A	Comments
8. Have any bonuses been paid to employees with City funds? (If yes, please explain.) (Article 16.)				COB does not allow for City funds paid in bonus. Red flag.
9. Are appropriate documents or vouchers prepared and signed by the recipient of the payroll funds?				
a. Do those vouchers clearly indicate the rate and period covered by the payroll payment?				

D. Line Item #2: Example: Client expenses/cash-like \$	Y	N	N/A	Comments
1. Are expenses fully supported by invoices, receipts, or similar documents?				See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.
2. Other				

E. Line Item #3: Review past file for prior items of concern	Y	N	N/A	Comments
1. Are expenses fully supported by invoices, receipts, or similar documents?				See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.
2. Other				

Monitoring Results: Financial Management			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Strengths

Note agency financial management strengths below:
1.
2.
3.
4.

Contract Monitor

Date

Division Manager

Date

Sampling of Expenses

Program						
Total Number of charges						
Sampling Number: (10% of total charges or minimum 10 records)						
Date	Check Number	Payee	Type of Expense	Are there supports for check? (y/n)	Is expense Allowable? (y/n)	Comments

Guide for Review of ESG Subrecipient Grant Management			
Name of Recipient:			
Name of Subrecipient(s):			
Staff Consulted:			
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select “NO” in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to assess the recipient’s compliance with subrecipient grant management requirements of the Emergency Solutions Grants (ESG) program. HUD reviewers should use a combination of the information in program files and subrecipient staff interviews to answer the questions below. The Exhibit is divided into eight sections: Subgrants Management and Oversight; Systems Coordination Requirements; Recordkeeping; Homeless Management Information System (HMIS); Other ESG-Specific Requirements; Administrative Costs and Financial Management; Other Federal Requirements; and Additional 2 CFR 200 Review for Sub-Subawards.

As previously noted, the ESG rule at 24 CFR part 576 generally incorporates the uniform administrative requirements, cost principles, and audit requirements, which were recently revised and codified at 2 CFR part 200. This Exhibit contains both questions to monitor compliance with 2 CFR part 200 and questions to monitor compliance with the former uniform administrative requirements, cost principles, and audit requirements (i.e., 24 CFR parts 84 and 85 (2013), 2 CFR 225 and 230 (2013), OMB Circular A-133). For HUD’s expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD’s April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>).

The HUD reviewer must supplement this Exhibit with Exhibit 28-9 (covering the procurement requirements in 24 CFR parts 85 and 84) and Exhibit 34-3 (covering the procurement requirements in 2 CFR part 200), as applicable.

Where ESG funds were used for rental assistance or services, the HUD reviewer **MUST** complete the applicable Exhibits in Chapter 24 of this Handbook, *Lead-Based Paint Compliance*. NOTE: See Exhibit 24-2 (Services), Exhibit 24-3 (Tenant-Based Rental Assistance), or Exhibit 24-4 (Project-Based Rental Assistance).

This Exhibit can be used to either monitor a single subrecipient or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a “No” response is required.

Questions:

A. SUBGRANTS MANAGEMENT AND OVERSIGHT

1.

<p>Eligible Subrecipients:</p> <p>a. If the organization is a subrecipient of a state, is it a unit of general purpose local government (which can include a metropolitan city or urban county that receives ESG funds directly from HUD, or a combination of general purpose local governments recognized by HUD), or a private nonprofit organization within the state; or</p> <p>b. If the organization is a subrecipient of a metropolitan city, urban county, or territory, is it a private nonprofit organization?</p> <p>NOTE: A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.</p> <p>[24 CFR 576.2; 24 CFR 576.202]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

2.

<p>Obligation Requirements (State subrecipients that are units of general purpose local government): Within 120 days after the date the state obligated its funds to a unit of general purpose local government, did the subrecipient obligate all of those funds by: a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; and/or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity?</p> <p>[24 CFR 576.203(a)(1)(ii)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p>Payments to Subrecipients (Units of General Purpose Local Government): If the subrecipient is a unit of general purpose local government, did it pay each of its subrecipients for allowable costs within 30 days after receiving the subrecipient's complete payment request?</p> <p>[24 CFR 576.203(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

B. SYSTEMS COORDINATION REQUIREMENTS

4.

<p><u>Coordination with Other Targeted Homeless Services</u>: Does each subrecipient's records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with the programs, including those listed under 24 CFR 576.400(b), that are targeted to homeless people in the area covered by the Continuum of Care (CoC) or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area? [24 CFR 576.400(b); 24 CFR 576.500(m)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

5.

<p><u>System and Program Coordination with Mainstream Resources</u>: Does each subrecipient's records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which homeless and at-risk persons might be eligible? [24 CFR 576.400(c); 24 CFR 576.500(m)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

6.

<p><u>Use of the Coordinated Assessment System</u>: If the CoC for the area in which the program or project is located has established a coordinated assessment system that meets HUD's requirements, do the records show:</p> <ul style="list-style-type: none"> a. that the subrecipient (unless it is a victim service provider) uses that assessment system; and b. all initial evaluations were conducted in accordance with the coordinated assessment system requirements? <p>NOTE: ESG-funded victim service providers may choose not to use the CoC's coordinated assessment system. [24 CFR 576.400(d); 24 CFR 576.401(a); 24 CFR 576.500(g)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

7.

<p><u>Coordinated Assessment (Consistency with Written Standards)</u>: Did each subrecipient work with the CoC to ensure that the screening, assessment, and referral of program participants are consistent with the ESG written standards required under 24 CFR 576.400(e)? [24 CFR 576.400(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

8.

<p>Establishing Written Standards (State Subrecipients): If a subrecipient of a state is required to establish its own written standards, did the subrecipient follow the state recipient's requirements for the establishment and implementation of these standards? [24 CFR 576.400(e)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

9.

<p>Written Standards (Content): If a subrecipient of a state is required to establish its own written standards, did the written standards include the minimum required elements described in 24 CFR 576.400(e)(3)? [24 CFR 576.400(e)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

C. RECORDKEEPING

10.

<p>Recordkeeping (Subrecipients): If applicable, did the subrecipient retain copies of all solicitations of and agreements with its subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients? [24 CFR 576.500(v)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

11.

<p>Recordkeeping (Eligibility): Does each subrecipient's records document that staff followed the recipient's policies and procedures to: a. conduct an initial evaluation and re-evaluations as required, and b. document eligibility in accordance with HUD's requirements? [24 CFR 576.400(e)(3); 24 CFR 576.401(a), (b), and (c); 24 CFR 576.500(a), (b), (c), and (e)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

12.

<p>Recordkeeping (Program Participant Records): Did each subrecipient ensure that each program participant record documented compliance with applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR 576.101 through 24 CFR 576.106? [24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

13.

<p>Confidentiality: Did each subrecipient have written procedures to ensure confidentiality, including:</p> <ul style="list-style-type: none"> a. all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance are kept secure and confidential; b. the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG; and c. the address or location of any program participant housing? <p>[24 CFR 576.500(x)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

14.

<p>Recordkeeping (Record Retention): Did the recipient or its subrecipients retain copies of the required records for the greater of 5 years or the applicable time period below:</p> <ul style="list-style-type: none"> a. for emergency shelters subject to a 10-year minimum period of use: at least 10 years from the date that ESG funds were first obligated for the major rehabilitation or conversion of the building; or b. for program participant files: at least 5 years after the expenditure of all funds from the grant under which the program participant was served? <p>[24 CFR 576.500(y)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

D. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

15.

<p>Data Collection and Recordkeeping: Do records reflect that each subrecipient entered data on all persons it served under ESG and on all of its ESG activities into the applicable community-wide HMIS or, for victim services providers (and legal services providers that opt out), into a comparable database, in accordance with HUD's HMIS data standards?</p> <p>NOTE: Each subrecipient must be able to provide documentation, such as HMIS reports, that shows subrecipient client-level and activity-level data are being entered into the applicable CoC's HMIS (or a comparable database).</p> <p>[24 CFR 576.400(f); 24 CFR 576.500(n); 2014 HMIS Data Standards]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

16.

<p><u>Eligible costs (HMIS)</u>: If the subrecipient is not a victim service provider, or a legal service provider that uses a comparable database, did the subrecipient use ESG funds only for costs eligible for the purpose of contributing data to the HMIS designated by the CoC? [24 CFR 576.107(a)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

17.

<p><u>Data entry (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were data maintained in the comparable database and not contributed or entered into an HMIS? [24 CFR 576.400(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

18.

<p><u>Eligible costs (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were funds used for establishing and operating a comparable database that complies with HUD’s HMIS requirements, including collecting client-level data over time (i.e., longitudinal data) and generating unduplicated aggregate reports? [24 CFR 576.400(f); 24 CFR 576.107(a)(3); 24 CFR 576.107(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

E. OTHER ESG-SPECIFIC REQUIREMENTS

19.

<p><u>Matching Requirements</u>: If the recipient required its subrecipients to contribute match, did the subrecipients’ records reflect that they met the applicable requirements, including records of the source and use of matching funds? [24 CFR 576.201; 24 CFR 576.500(o) and (v)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

20.

<p><u>Conflicts of Interest (Organizational)</u>: Did a representative sample of the subrecipients’ records reveal zero instances where: a. any type or amount of ESG assistance was conditioned on acceptance of shelter or housing owned by the recipient, subrecipient, contractor, or any parent or subsidiary of the subrecipient or contractor; or b. a subrecipient or contractor carried out the initial evaluation for a program participant while the individual or family was occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor; or</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
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<p>c. a subrecipient or contractor administered any homelessness prevention assistance to an individual or family occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor? [24 CFR 576.404(a); regarding contractors, 24 CFR 576.404(c); 24 CFR 576.500(p)]</p>	
<p>Describe Basis for Conclusion:</p>	

21.

<p><u>Conflicts of Interest (Individual)</u>: Does each subrecipient's records:</p> <p>a. contain personal conflicts of interest policy or codes of conduct developed and implemented to comply with requirements;</p> <p>b. demonstrate that the officers and staff of the subrecipient and any contractors complied with the individual conflict of interest requirements at 24 CFR 576.404(b); or</p> <p>c. contain documentation supporting any exceptions to the personal conflicts of interest prohibition? [24 CFR 576.404(b); 24 CFR 576.500(p)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

22.

<p><u>Homeless Participation</u>: Did each subrecipient involve homeless individuals and families, to the maximum extent practicable, in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG (could include employment or volunteer services)? [24 CFR 576.405(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

23.

<p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not engage in inherently religious activities as part of the programs or services funded under ESG? If the subrecipient conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants? [24 CFR 576.406(b); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

24.

<p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not discriminate against a program participant or prospective program participant on the basis of religion or religious belief? [24 CFR 576.406(d); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

25.

<p>Faith-Based Activities (Rehabilitation): Did each subrecipient ensure that ESG funds were not used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship? [24 CFR 576.406(e); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

26.

<p>Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, did the subrecipient ensure that the amount of ESG funds used was limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds? [24 CFR 576.406(e); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

F. ADMINISTRATIVE COSTS AND FINANCIAL MANAGEMENT

27.

<p>Eligible activities: Were subrecipients' expenses allowable? NOTE: To answer this question with respect to 2 CFR 200.403, the HUD reviewer MUST complete Exhibit 34-2, <i>Guide for Review of Cost Allowability</i>. [24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22, 2 CFR 200.403]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

28.

<p>Eligible Costs: Did each subrecipient charge staff and overhead costs directly related to carrying out activities eligible under one of the components to the applicable activity, and retain supporting documentation for all costs charged to the grant? [24 CFR 576.100(d); 24 CFR 576.108(a); 24 CFR 576.500(u)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

29.

<p>Eligible Administrative Costs: If a subrecipient received Administrative funds: a. were all administrative costs eligible in accordance with 24 CFR 576.108; and b. were the costs of carrying out the environmental review charged as an Administrative activity? [24 CFR 576.108(a)(1), (2), and (4)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

30.

<p>Training Costs: If any staff time was spent on training:</p> <p>a. was it only for providing training on ESG requirements, attending HUD-sponsored ESG training, training staff on using HMIS or a comparable database, or attending HUD-approved training on HMIS and the ESG program; and</p> <p>b. was it charged to the appropriate component (only HMIS for HMIS-related training, and Administrative costs for all other training)?</p> <p>[24 CFR 576.108(a)(1), (2), and (4); 24 CFR 576.107]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

31.

<p>Indirect Costs: If any indirect costs were charged to the grant, were allocations made to each eligible activity and consistent with an indirect cost rate proposal developed in accordance with the Uniform Administrative Requirements?</p> <p>[24 CFR 576.109; 2 CFR 576.500(u)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

32.

<p>Eligible activities: Did a review of personnel costs charged to ESG, including a review of job descriptions, reveal that, for all staff time paid for with ESG funds, the staff member was working on eligible ESG activities?</p> <p>[24 CFR 576.500(u)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

G. OTHER FEDERAL REQUIREMENTS

33.

<p>Drug-Free Workplace: Did each subrecipient have a drug-free workplace statement per the requirements of 2 CFR part 2429?</p> <p>[24 CFR 5.105(d) and 24 CFR 576.407(a)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

34.

<p>If the requirements of the Drug-Free Workplace Certification were reviewed, is each subrecipient in compliance?</p> <p>[24 CFR 5.105(d); 24 CFR 576.407(a); 2 CFR part 2429]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

35.

<p><u>Non-Discrimination, Section 504 of the Rehabilitation Act of 1973, and Other Equal Opportunity Requirements:</u> Did records demonstrate that each subrecipient is in compliance with the applicable requirements in 24 CFR part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR part 5.105(a)? (Use pertinent Exhibits in Chapter 22, as necessary.) [24 CFR part 5, Subpart A; 24 CFR 576.407(a); 24 CFR 576.500(s)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

36.

<p><u>Affirmative Outreach:</u> Do the records indicate that the recipient and its subrecipients:</p> <ul style="list-style-type: none"> a. make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis, and establish additional procedures, as required under 24 CFR 576.407(b), to ensure that the “target population” who may qualify are made aware of the availability of these facilities, assistance, or services; and b. take appropriate steps to ensure effective communication with persons with disabilities; and c. take reasonable steps to ensure meaningful access to programs and activities for persons with limited English proficiency (LEP)? (Use pertinent Exhibits in Chapter 22 as necessary.) <p>[24 CFR part 5, Subpart A; 24 CFR 576.407(b); 24 CFR 576.500(s)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

37.

<p><u>Applicability of Uniform Administrative Requirements and OMB Circulars:</u> If this area was reviewed, did each subrecipient maintain records documenting compliance with the applicable requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards? [24 CFR 576.407(c); 24 CFR 576.500(s)(2)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

38.

<p><u>Audits:</u> If this area was reviewed, was each subrecipient in compliance with the Single Audit Act of 1984, as amended, and implementing regulations? NOTE: To answer this question with respect to 2 CFR 200.501, the HUD reviewer MUST complete Exhibit 34-1, section K (“Audit Requirements”). [24 CFR 84.26; 24 CFR 85.26; 24 CFR 576.407(c); 2 CFR 200.501]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

39.

<p>Lead-Based Paint: Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the subrecipient complied with all lead-based paint requirements?</p> <p>NOTE: See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, MUST be completed to answer this question.</p> <p>[24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

40.

<p>In making an award to the subrecipient, did the recipient evaluate the subrecipient's risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring?</p> <p>NOTE: This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> • the subrecipient's prior experience with the same or similar subawards; • the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program; • whether the subrecipient has new personnel or new or substantially changed systems; and • the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD. <p>[24 CFR 576.407(c) and 2 CFR 200.331(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

41.

<p>Section 3: If applicable, was each subrecipient in compliance with the applicable requirements of Section 3 of the Housing and Urban Development Act of 1968?</p> <p>[24 CFR part 135; 24 CFR 576.407(a); 24 CFR 576.405(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

H. ADDITIONAL 2 CFR PART 200 REVIEW FOR SUB-SUBAWARDS

NOTE: The following questions apply when a subrecipient carries out its subgrant by making subgrants to a lower tier of subrecipients. To ensure clarity and consistency with part 200, the term "pass-through entity" refers to the first or higher-tier subrecipient, and the term "subrecipient" refers to the subrecipient(s) at the lower tier.

42.

<p>If the pass-through entity provides funds through either a subrecipient agreement or a contract, has it followed the criteria in 2 CFR 200.330 for making case-by-case determinations of whether the entity is receiving the funds in the role of either a subrecipient or contractor? [24 CFR 576.407(c); 2 CFR 200.330]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

43.

<p>In making an award to a subrecipient, has the pass-through entity evaluated each subrecipient’s risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring? NOTE: This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> • the subrecipient’s prior experience with the same or similar subawards; • the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program; • whether the subrecipient has new personnel or new or substantially changed systems; and • the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD. <p>[24 CFR 576.407(c); 2 CFR 200.331(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

44.

<p>For each subaward provided to a subrecipient, has the pass-through entity clearly identified it as a subaward to a subrecipient and included the following information at the time of the subaward:</p> <ol style="list-style-type: none"> a. Federal award identification? b. Subrecipient name (which must match the name associated with the unique entity identifier)? c. Subrecipient’s unique entity identifier? d. HUD award identification number? e. Federal award date, as defined in 2 CFR 200.39 (the date that HUD signed the award to the recipient)? f. Subaward period of performance start and end date? g. Total amount of the Federal award committed to the subrecipient by the pass-through entity? h. Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient? i. Total amount of Federal funds obligated to the subrecipient by the pass-through entity, including the current obligation? 	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
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<p>j. Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)?</p> <p>k. HUD's name, the name of the pass-through entity, and contact information for the awarding official of the pass-through entity?</p> <p>l. Catalog of Federal Domestic Assistance (CFDA) number and name of the HUD program under which the award is made?</p> <p>m. Identification of whether the award is Research & Development (R&D), if applicable?</p> <p>n. Indirect cost rate for the HUD award to the recipient?</p> <p>o. Indirect cost rate for the subaward (which must be an approved Federally-recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with 2 CFR part 200), or a de minimis indirect cost rate as defined in §200.414(f)?</p> <p>p. All requirements imposed by the pass-through entity on the subrecipient so that the subaward is used in accordance with the Federal statutes, regulations, and the terms and conditions of the HUD award to the recipient?</p> <p>q. Any additional requirements imposed by the pass-through entity on the subrecipient in order for the pass-through entity to meet its own obligations under the ESG program, including identification of any required financial or performance reports?</p> <p>r. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet its requirements under 2 CFR part 200?</p> <p>s. Appropriate terms and conditions concerning closeout of the subaward?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(a)]</p>	
<p>Describe Basis for Conclusion:</p>	

45.

<p>a. For subawards provided to subrecipients, has the pass-through entity monitored the activities of the subrecipient as necessary, to ensure that the subaward was used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are being, or have been, achieved?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

<p>b. Did the pass-through entity’s monitoring of the subrecipient include:</p> <ul style="list-style-type: none"> • Reviewing financial and performance reports required by the pass-through entity? • Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, on-site reviews, or other means? • Issuing a management decision for audit findings pertaining to the subaward a required by 2 CFR 200.521? <p>[24 CFR 576.407(c); 2 CFR 200.331(d)(1) – (3)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

46.

<p>a. For each subrecipient provided a subaward, has the pass-through entity determined whether the subrecipient met or exceeded the audit threshold set in 2 CFR 200.501 for the respective fiscal year?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							
<p>b. If a subrecipient meets the audit threshold in 2 CFR 200.501, has the pass-through entity verified that the subrecipient is audited as required by Subpart F of 2 CFR part 200?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

47.

<p>For each subrecipient receiving a subaward, has the pass-through entity considered whether the results of the subrecipient’s audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity’s own records?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(g)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

48.

<p>If the pass-through entity found any subrecipient non-compliant, did the pass-through entity consider taking enforcement action against the subrecipient per 2 CFR 200.338 and the program regulations?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(h)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

Guide for Review of ESG Rapid Re-housing and Homelessness Prevention Requirements			
Name of Recipient:			
Name of Subrecipient(s):			
Staff Consulted:			
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select "NO" in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "finding."

Instructions: This Exhibit is designed to assess the recipient's compliance with the Rapid Re-housing and/or Homelessness Prevention component(s) of the Emergency Solutions Grant (ESG) program. The eligible activity areas of review include: Housing Relocation and Stabilization Services – Services; Housing Relocation and Stabilization Services – Financial Assistance; and Short- and Medium-term Rental Assistance. These activities are eligible when necessary to either (1) help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing, or (2) prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR 576.2. The Exhibit is divided into three sections: General Requirements; Housing Relocation and Stabilization Services; and Short- and Medium-term Rental Assistance. Section B is broken down into sub-sections for Financial Assistance Costs and Services Costs. Section C is broken down into sub-sections for General Requirements and Project-based Rental Assistance. Every question has a header identifying the specific area of review. If the ESG recipient has not funded a particular activity or cost, check the N/A box and continue on to the next section, sub-section, or question of the Exhibit.

This Exhibit can be used to monitor a recipient, a single subrecipient, or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a "No" response is required.

Questions:

A. GENERAL REQUIREMENTS

1.

<p>Initial Evaluation: Did the recipient or its subrecipient conduct an initial evaluation to determine each individual's or family's eligibility for rapid re-housing or homelessness prevention assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing? [24 CFR 576.401(a)]</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

2.

<p>Eligibility Criteria (Homelessness Prevention): Did the recipient or its subrecipient document that all program participants who received homelessness prevention assistance:</p> <p>a. met the eligibility criteria of the “at risk of homelessness” definition or categories 2, 3, or 4 (if category 4, not sleeping in a place described in category (1)) of the “homeless” definition; and</p> <p>b. have an annual income (as determined in accordance with 24 CFR 5.609) below 30% AMI? [24 CFR 576.103; 24 CFR 576.401(c); 24 CFR 576.500(b); 24 CFR 576.500(c); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p>Eligibility Criteria (Rapid Re-housing): Did the recipient or its subrecipient document that all program participants who received rapid re-housing assistance met the eligibility criteria:</p> <p>a. under category (1) of the homeless definition, <u>or</u></p> <p>b. under category (4) <u>and</u> live in an emergency shelter or place described in category (1) of the homeless definition? [24 CFR 576.104; 24 CFR 576.500(b); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

4.

<p>Re-evaluations (Rapid Re-housing/Homelessness Prevention): Do program participant records document that the recipient or its subrecipient re-evaluated program participants’ eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance? [24 CFR 576.401(b)(1); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

5.

<p>Written Standards:</p> <p>a. Did the recipient and/or its subrecipients adopt written standards for the provision of homelessness prevention and rapid re-housing assistance, as required by 24 CFR 576.400(e)(1) and 24 CFR 576.400(e)(2)?</p> <p>b. Did these written standards cover the following topics (listed in 24 CFR 576.400(e)(3)):</p> <ol style="list-style-type: none"> 1. evaluating individuals' and families' eligibility for assistance under ESG; 2. coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers; 3. determining and prioritizing which eligible families and individuals would receive homelessness prevention assistance and which eligible families and individuals would receive rapid re-housing assistance; 4. determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance; 5. determining how long the program participant will be provided with rental assistance and whether and how the amount of that assistance would be adjusted over time; 6. determining the type, amount, and duration of housing stabilization and/or relocation services to provide to the program participant? <p>c. Do the program participant records show that homelessness prevention and rapid re-housing assistance were provided in accordance with the applicable written standards? [24 CFR 576.400(e)(1); 24 CFR 576.400(e)(2); 24 CFR 576.400(e)(3)(i); 24 CFR 576.400(e)(3)(v); 24 CFR 576.400(e)(3)(vi); 24 CFR 576.400(e)(3)(vii); 24 CFR 576.400(e)(3)(viii); 24 CFR 576.400(e)(3)(ix); 24 CFR 576.500(f)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

6.

<p>Re-evaluations (Rapid Re-housing/Homelessness Prevention): Do program participant records document that each re-evaluation of eligibility established that the program participant:</p> <p>a. did not have an annual income that exceeds 30% AMI as established by HUD; and</p> <p>b. lacked sufficient resources and support networks necessary to retain housing without ESG assistance? [24 CFR 576.401(b)(1)(i)-(ii); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p>	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

7.

<p>Recordkeeping (Ineligibility): For each individual and family determined ineligible to receive ESG assistance, did the recipient or its subrecipient document the reason for that determination? [24 CFR 576.500(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

8.

<p>Eligible Costs (Homelessness Prevention): Were all homelessness prevention costs eligible and necessary to help the program participant regain stability in the program participant's current housing or to move into other permanent housing and achieve stability in that housing? [24 CFR 576.103; 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

9.

<p>Housing Stability Case Management: While providing rapid re-housing or homelessness prevention assistance to a program participant, does the program participant file document that the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability? [24 CFR 576.401(e)(1); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

10.

<p>Housing Stability Case Management: While providing rapid re-housing or homelessness prevention assistance to a program participant, did the recipient or its subrecipient document in the program participant's file that it developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses, other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area? [24 CFR 576.401(e)(2); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

11.

<p>Connections to Mainstream and Other Resources: While providing rapid re-housing or homelessness prevention assistance to program participants, did the recipient or its subrecipients assist each program participant to obtain mainstream and other resources as needed? [24 CFR 576.401(d)(1); 24 CFR 576.401(d)(2); 24 CFR 576.500(f)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

12.

<p>Recordkeeping (Program Participant Records): Did each program participant record document: a. the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant; and b. compliance with all applicable requirements for providing services and assistance to that program participant? [24 CFR 576.500(f)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

13.

<p>Terminating Assistance: a. If the recipient or any of its subrecipients terminated any participants from the program, did they do so in accordance with a formal process established by the recipient or its subrecipient(s) that recognizes the rights of individuals affected, that met the following requirements: (1) written notice to the program participant containing a clear statement of the reasons for termination, (2) a review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate) who made or approved the termination decision, and (3) prompt written notice of the final decision to the program participant? b. Did the recipient and/or its subrecipient examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases? [24 CFR 576.402(a); 24 CFR 576.402(b)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

14.

<p>Lead-Based Paint: Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the recipient and subrecipient complied with all lead-based paint requirements? NOTE: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, MUST be completed to answer this question. See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook. [24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>Describe Basis for Conclusion:</p>	

15.

<p>Minimum Habitability Standards: Did the recipient and its subrecipients ensure that all housing units met the minimum habitability standards before incurring any costs to help program participants remain in or move into those housing units? [24 CFR 576.403(c); 24 CFR 576.500(j)]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>Describe Basis for Conclusion:</p>	

16.

<p>Conflicts of Interest (Organizational): Did the recipient and its subrecipients ensure that:</p> <p>a. no type or amount of ESG assistance was conditioned on an individual or family's acceptance of housing owned by the recipient, subrecipient, contractor, parent, or subsidiary of the subrecipient; and</p> <p>b. no subrecipient (nor any of its parent or subsidiary organizations) that owns housing, carried out the initial evaluation under 24 CFR 576.401, or administered homelessness prevention assistance for occupants of that subrecipient's housing? [24 CFR 576.404(a)]</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
<p>Describe Basis for Conclusion:</p>	

B. HOUSING RELOCATION AND STABILIZATION SERVICES

Financial Assistance Costs: If the recipient has not expended ESG funds on Financial Assistance costs, check the N/A boxes and skip to the Services Costs subsection of this Exhibit.

17.

<p><u>Financial Assistance Costs:</u> Did the recipient and its subrecipients ensure that:</p> <p>a. no program participant received financial assistance under 24 CFR 576.105(a) that was of the same type of assistance that the program participant was receiving through other public sources; and</p> <p>b. no program participant who received replacement housing payments under the Uniform Relocation Act (URA) received financial assistance under 24 CFR 576.105(a) during the period of time covered by the URA payments?</p> <p>[24 CFR 576.105(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

18.

<p><u>Financial Assistance Costs:</u> Were eligible costs listed in 24 CFR 576.105(a) paid only to a housing owner, utility company, or other third party (not directly to the program participant)?</p> <p>[24 CFR 576.105(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

19.

<p><u>Financial Assistance Costs (Rental Housing Application Fees):</u> Were rental housing application fees paid for with ESG funds a standard charge issued by the owner to all applicants?</p> <p>[24 CFR 576.105(a)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

20.

<p>Financial Assistance Costs (Security Deposits): Were security deposits paid for with ESG funds equal to no more than 2 months' rent? [24 CFR 576.105(a)(2)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

21.

<p>Financial Assistance Costs (Last Month's Rent): Were costs for the last month's rent paid for with ESG funds:</p> <p>a. necessary to obtain housing for a program participant;</p> <p>b. paid to the owner of the housing at the time the owner was paid the security deposit and first month's rent;</p> <p>c. less than or equal to one month's rent; <u>and</u></p> <p>d. included in calculating the program participant's total rental assistance? [24 CFR 576.105(a)(3)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

22.

<p>Financial Assistance Costs (Utility Deposits): Were utility deposits paid for with ESG funds only for eligible types of utility services (gas, electric, water, and sewage) and required by the utility company for all customers? [24 CFR 576.105(a)(4)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

23.

<p>Financial Assistance Costs (Utility Payments): Were utility payments paid for with ESG funds:</p> <p>a. within the limit of 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service;</p> <p>b. only provided when the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments; <u>and</u></p> <p>c. only for eligible types of utility services (gas, electric, water, and sewage)? [24 CFR 576.105(a)(5)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

24.

<p>Financial Assistance Costs (Moving Costs): Were moving costs paid for with ESG funds only for moving-related activities such as truck rental, hiring a moving company, and allowable temporary storage fees (up to 3 months, fees accrued after the date the program participant began receiving services and before the program participant moves into permanent housing, and excluding storage fees in arrears)? [24 CFR 576.105(a)(6)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

Services Costs: If the recipient has not expended ESG funds on Services costs, check the N/A boxes and skip to the Short- and Medium-Term Rental Assistance section of this Exhibit (Section C).

25.

<p>Services Costs (Housing Search and Placement): Were housing search and placement costs paid for with ESG funds: a. necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing; and b. one of those listed in 24 CFR 576.105(b)(1)(i)-(viii)? [24 CFR 576.105(b)(1)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

26.

<p>Services Costs (Housing Stability Case Management): Were the activities paid for with ESG funds: a. one of those listed in 24 CFR 576.105(b)(2)(A)-(H), and b. for the purposes of assessing, arranging, coordinating, or monitoring the delivery of individualized services to: (1) facilitate housing stability for a program participant who resides in permanent housing; or (2) to assist a program participant in overcoming immediate barriers to obtaining housing? [24 CFR 576.105(b)(2)(A)-(H)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

27.

<p>Services Costs (Housing Stability Case Management): Were the housing stability case management costs paid for with ESG funds:</p> <p>a. under the Rapid Re-housing component, limited to:</p> <p>(1) 30 days during the period the program participant is seeking permanent housing; and</p> <p>(2) 24 months during the period the program participant is living in permanent housing; and</p> <p>b. under the Homelessness Prevention component, limited to 24 months? [24 CFR 576.105(b)(2)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

28.

<p>Services Costs (Mediation Costs): Were mediation costs paid for with ESG funds necessary to prevent the program participant from losing permanent housing in which the program participant currently resides, and used for mediation between the program participant and the owner or person(s) with whom the participant is living? [24 CFR 576.105(b)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

29.

<p>Services Costs (Legal Services): Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds consisted only of the following types of costs:</p> <p>a. for either: hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, or by person(s) under the supervision of the licensed attorney; or fees based on the actual service performed (i.e., fee for service), where the recipient/ subrecipient documented that such costs were less than what the cost of hourly fees would have been;</p> <p>b. for filing fees and other necessary court costs;</p> <p>c. subrecipients' employees' salaries and other costs necessary to perform the services (if the subrecipient is a legal services provider and performs the services itself); and</p> <p>d. for the following component services:</p> <p>(1) client intake;</p> <p>(2) preparation of cases for trial;</p> <p>(3) provision of legal advice;</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
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(4) representation at hearings; (5) counseling? [24 CFR 576.102(a)(1)(vi)(A); 24 CFR 576.102(a)(1)(vi)(D); 24 CFR 576.102(a)(1)(vi)(E); 24 CFR 576.105(b)(4)]	
Describe Basis for Conclusion:	

30.

<p>Services Costs (Legal Services): Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds were only used:</p> <p>a. to the extent necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which they currently reside;</p> <p>b. for the following subject matters:</p> <p>(1) landlord/tenant matters; (2) child support; (3) guardianship; (4) paternity; (5) emancipation; (6) legal separation; (7) orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; (8) appeal of veterans and public benefit claim denials; and (9) the resolution of outstanding criminal warrants; and</p> <p>c. to the extent that other appropriate legal services were unavailable or inaccessible in the community? [24 CFR 576.105(b)(4); 24 CFR 576.102(a)(1)(vi)(B); 24 CFR 576.102(a)(1)(vi)(C)]</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	Describe Basis for Conclusion:		

31.

<p>Services Costs (Credit Repair): Were credit repair costs paid for with ESG funds for counseling or other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, or resolving personal credit problems? [24 CFR 576.105(b)(5)]</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
	Describe Basis for Conclusion:		

32.

<p>Services Costs (Credit Repair): Did credit repair costs paid for with ESG funds exclude the payment or modification of a debt? [24 CFR 576.105(b)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

C. SHORT- AND MEDIUM-TERM RENTAL ASSISTANCE

General Requirements: If the recipient has not expended ESG funds on Short- or Medium-Term Rental Assistance, check the N/A boxes and skip to the next section.

33.

<p>Rental Assistance (Limit): Did each program participant’s total rental assistance, including any rental arrears and last month’s rent, stay within the limit of 24 months during any 3-year period? [24 CFR 576.106(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

34.

<p>Rental Assistance (Changes in Household Composition): Did the recipient and its subrecipients apply the limits on rental assistance to the total assistance each individual received, either as an individual or as part of a household? [24 CFR 576.106(j)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

35.

<p>Rental Assistance (Use with Other Subsidies): Except for a one-time payment of rental arrears on the tenant’s portion of the rental payment, did the provision of rental assistance exclude: a. program participants who were receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources; and b. program participants who were provided with replacement housing payments under the URA during the period of time covered by the URA payments? [24 CFR 576.106(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

36.

<p>Rental Assistance (Fair Market Rent and Rent Reasonableness): Did the recipient and its subrecipients ensure that ESG rental assistance was only provided to units for which the rent complied with HUD's standard of rent reasonableness and did not exceed the applicable Fair Market Rent?</p> <p>NOTE: For this purpose, rent equals the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant paid separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located. [24 CFR 576.106(d)(1); 24 CFR 576.106(d)(2); 24 CFR 576.500(i)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

37.

<p>Rental Assistance (Rental Assistance Agreement): Does the documentation show that the recipient or its subrecipients entered into a rental assistance agreement with each owner before providing the owner with rental assistance payments, including rental arrears? [24 CFR 576.106(e); 24 CFR 576.500(h)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

38.

<p>Rental Assistance (Rental Assistance Agreement): Did each rental assistance agreement:</p> <ol style="list-style-type: none"> set forth the terms under which rental assistance will be provided, including the requirements that apply under 24 CFR 576.106; provide that, during the term of the agreement, the owner must give the recipient or its subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant; and contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease? <p>[24 CFR 576.106(e); 24 CFR 576.106(f)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

39.

<p>Rental Assistance (Payments): Did the recipient or its subrecipient make timely payments to each owner in accordance with the rental assistance agreement? [24 CFR 576.106(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

40.

<p>Rental Assistance (Payments): Did the recipient and its subrecipients pay any late payment penalties that they incurred only with <u>non-ESG funds</u> (i.e., no ESG funds were used to pay late payment penalties incurred by the recipient or subrecipient)? [24 CFR 576.106(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

41.

<p>Rental Assistance (Leases):</p> <p>a. Does each program participant receiving rental assistance have a file that contains a legally binding, written lease between the program participant and the owner of the property or his/her agent for the rental unit; OR</p> <p>b. If the assistance was solely for rental arrears for a program participant who had an oral lease agreement in place:</p> <p>(1) does each agreement give the program participant an enforceable leasehold interest under state law; and</p> <p>(2) are the agreement and rent owed sufficiently documented by the owner's financial records, rent ledgers, or canceled checks? [24 CFR 576.106(g); 24 CFR 576.500(h)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

42.

<p>Rental Assistance (Rental Arrears): Were the rental arrears paid for with ESG funds one-time payments that did not exceed 6 months of rent in arrears (including any late fees on those arrears)? [24 CFR 576.106(a)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

43.

<p>Recordkeeping (Homelessness Prevention and Rapid Re-housing): Did the recipient or its subrecipient keep records, including copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants? [24 CFR 576.500(h)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

44.

<p>Rental Assistance (TBRA): For tenant-based rental assistance, did the recipient and its subrecipients terminate the rental assistance agreement with the owner and stop providing rental assistance payments under that agreement when any of the following conditions were met: a. the program participant moved out of the unit for which the program participant has a lease; b. the lease terminated and was not renewed; or c. the program participant became ineligible to receive ESG assistance? [24 CFR 576.106(h)(3)(i)-(iii)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

Project-Based Rental Assistance (PBRA): If the recipient has not expended funds on PBRA, check the N/A boxes. This is the final subsection of the Exhibit.

45.

<p>Rental Assistance (Project-based Rental Assistance): If the recipient or any of its subrecipients used ESG funds to pay the rent for a project-based unit before a program participant moved into the unit, does the program participant file reflect that : a. the program participant signed a lease and moved into the unit before the end of the month for which the first month's rent was paid; and b. the amount paid was less than or equal to the rent to be charged under the program participant's lease and included when determining that program participant's total rental assistance? [24 CFR 576.106(i)(2)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

46.

<p>Rental Assistance (PBRA): Did the recipient and its subrecipients make monthly rental assistance payments only for months when a unit was leased to a program participant (either partial or the whole month)? [24 CFR 576.106(i)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

47.

<p>Rental Assistance (PBRA): For program participants living in housing with project-based rental assistance, does the program participant’s file contain a lease with an initial term of at least 1 year AND did the recipient or its subrecipient (whoever signed the agreement) enter into a rental assistance agreement with the owner for an initial term of 1 year? [24 CFR 576.106(g); 24 CFR 576.106(i)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

48.

<p>Rental Assistance (PBRA): If a program participant was determined ineligible or reaches the maximum number of months over which rental assistance could be provided, did the recipient or its subrecipient suspend or terminate the rental assistance payments for the unit? [24 CFR 576.106(i)(4)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

49.

<p>Rental Assistance (PBRA): Did the recipient and its subrecipients ensure that the term of occupancy in each program participant’s lease was not conditioned on the provision of rental assistance payments, and if ESG-funded rental assistance was suspended, was the program participant allowed to remain in the unit as permitted under the lease? [24 CFR 576.106(i)(4)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

50.

<p>Rental Assistance (PBRA – Expenditure Deadline): Did the recipient and its subrecipients commit ESG funds only to be expended: a. within the expenditure deadline in 24 CFR 576.203; and b. for current ESG grants (i.e., not before a grant is awarded)? [24 CFR 576.106(i)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Guide for Review of ESG Financial Management and Cost Allowability			
Name of Recipient:			
Name of Subrecipient(s):			
Grant Number:			
Staff Consulted:			
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute and regulation). If the requirement is not met, HUD must select "NO" in response to the question and make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to assess a recipient's and/or its subrecipient's financial management system, as well as the eligibility of the program's expenditures. **Note:** This Exhibit is designed only to monitor compliance with the ESG interim rule, the Uniform Administrative Requirements (24 CFR part 84 and 85), and the cost principles at 2 CFR part 225 (OMB Circular A-87) and 2 CFR part 230 (OMB Circular A-122), as in effect prior to December 26, 2014. Accordingly, this Exhibit includes citations to regulations and OMB Circulars that pre-dated HUD's implementation of 2 CFR Part 200 (e.g., 24 CFR Part 576 (2013 edition), OMB Circular A-87, 24 CFR Part 85 (2013), 24 CFR Part 84 (2013), and OMB Circular A-122). CPD staff should use the citations in this Exhibit when making findings.

To monitor compliance with the new requirements at 2 CFR part 200, the HUD reviewer must complete Exhibit 34-1, *Guide for Review of Financial Management and Audits* and Exhibit 34-2, *Guide for Review of Cost Allowability*. For HUD's expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD's April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>). When completing this Exhibit or Exhibits 34-1 and 34-2, the HUD reviewer must also complete Exhibit 28-7, *Guide for Review of ESG Match Requirements*.

This Exhibit can be used to either monitor the recipient alone, the recipient with a single subrecipient, or the recipient with multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a "No" response is required.

Questions:

1.

Did the recipient and its subrecipients have written policies and procedures to ensure that ESG funds are used in accordance with ESG requirements and sufficient records to enable HUD and the recipient to determine whether ESG requirements are being met? [24 CFR 576.500(a)]	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Describe Basis for Conclusion:			

2.

<p>Did the recipient and its subrecipients maintain records that identify adequately the source and application of funds for federally-sponsored activities?</p> <p>NOTE: These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest. [24 CFR 576.407(c); 24 CFR 576.500(s)(2); 24 CFR 84.21(b)(2); 24 CFR 85.20]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p><u>Eligible Activities:</u> Are the recipient's and its subrecipients' expenses allowable, allocable, and reasonable? [24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

4.

<p>Do the fiscal records indicate evidence that the recipient and its subrecipients have effective internal control over, and accountability of, all grant funds, property and other assets? [24 CFR 576.500(u); 24 CFR 84.21(b)(3); 24 CFR 85.20]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Internal Controls (Reference for some of the questions: GAO/AIMD-98-21.2.1, "Framework for Federal Financial Management System Checklist," May 1998)

5.

<p>a. Do the recipient and its subrecipients have an organization chart that illustrates the actual lines of authority/responsibility?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

<p>b. Are primary duties for key employees of the recipient and its subrecipients defined?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

<p>c. Does the recipient's and its subrecipients' chart of accounts include a complete listing of the account numbers used to support the control required to ensure that resources used do not exceed resources authorized?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>d. Do the approval controls provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>e. Do the controls over the design and use of documents and records provide reasonable assurance that transactions and events are properly documented, recorded, and auditable?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>f. In the normal course of the position's requirements, are duties segregated to effectively reduce the opportunity for someone to perpetrate or conceal errors or irregularities?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>g. Is it clear that all personnel are responsible for communicating to appropriate supervisory officials the recipient's or its subrecipients' operating problems and noncompliance with laws and regulations?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>h. Do the internal control procedures support the ability to prepare financial statements that are accurately presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements? (One level of assurance of the accuracy and integrity of data is provided by the recipient attaining an unqualified opinion on the audited annual financial statements and internal controls.)</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

6.

Do the recipient and its subrecipients identify expenditures in their accounting records according to eligible program activities identified in the program regulation, the recipient’s Action Plan, and the drawdown activity information? [24 CFR 576.100; 24 CFR 576.500(u); 24 CFR 84.21(b)(2); 24 CFR 85.20]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion:	

7.

Does a review of the sample transaction records indicate that grant expenditures were eligible costs under regulations, were necessary and reasonable for proper and efficient administration of the program, were allocable to the program, and supported by adequate source documentation (invoices, contracts, or purchase orders)? [24 CFR 576.100-576.109; 24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20(b)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion:	

8.

Does the source documentation support the amount drawn down from the payment requests? [24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion:	

9.

Do the recipient’s financial information (e.g., drawdowns, unexpended balances) records match the information in HUD’s financial systems (e.g., Line of Credit Control System (LOCCS), Integrated Disbursement and Information System (IDIS)) for the period under review? [24 CFR 576.500(aa); 24 CFR 85.20]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion:	

10.

Are payments for salaries and wages supported by documented payrolls and personnel activity reports as specified in the applicable cost principles? [24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion:	

11.	<p>Are charges to the grant by both governmental units and nonprofit organizations for salaries and wages, whether treated as direct or indirect costs, based on payrolls documented in accordance with generally accepted accounting principles and approved by a responsible official(s) of the organization being monitored? [24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Describe Basis for Conclusion:</p>		
12.	<p>For government employees working solely on the grant, are charges for their salaries and wages supported by periodic certifications that the employees worked solely on that program for the period covered by the certification? [24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Describe Basis for Conclusion:</p>		
13.	<p>For government employees, were the certifications prepared at least semi-annually and signed by the employee or a supervisory official having first-hand knowledge of the work performed by the employee? [24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Describe Basis for Conclusion:</p>		
14.	<p>Does a random selection of administrative costs reflect that grant funds were used for eligible administrative costs? [24 CFR 576.108; 24 CFR 84.21; 24 CFR 85.20]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Describe Basis for Conclusion:</p>		
15.	<p>Are all of the administrative costs reviewed allocable to the program, and necessary and reasonable for proper and efficient administration of the program? [24 CFR 576.108; 24 CFR 576.500(u)(2); OMB Circular A-122; OMB Circular A-87]</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>Describe Basis for Conclusion:</p>		

16.

Is the recipient in compliance with the component or activity caps imposed by program regulations, and are all costs subject to the expenditure caps properly classified? [24 CFR 576.100; 24 CFR 576.500(u)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

17.

If the recipient advances grant funds to subrecipients, are there procedures to minimize the time elapsed between the transfer of funds to, and disbursement by, the subrecipients? [24 CFR 576.407(c); 24 CFR 84.22(b)(1); 24 CFR 85.21(c)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

18.

If the recipient uses advances, is there evidence that any interest earned on grant advances over the amount specified in the uniform administrative requirements has been remitted to the U.S. Treasury as required by HUD? [24 CFR 576.407(c); 24 CFR 85.21(i)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

19.

If indirect costs are charged to the grant program by the recipient or its subrecipients, are the costs supported by an Indirect Cost Rate Proposal or Cost Allocation Plan prepared in accordance with OMB Circular A-87 (for governments) or OMB Circular A-122 (for nonprofit organizations)? [24 CFR 576.109; OMB Circular A-87; OMB Circular A-122]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

20.

a. If single audits are required, does the recipient or its subrecipients have a system or methodology to ensure that such audits are conducted? [24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

b. If single audits are required for any recipient or subrecipient, is there documentation that the audits have been reviewed for compliance and that the recipient or subrecipient has taken appropriate follow-up actions, if necessary? [24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

Exhibit 28-8
Emergency Solutions Grants

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21.

Do the recipient and its subrecipients maintain records of their receipt and use of program income? [24 CFR 576.500(u)(3)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

22.

Do the recipient and its subrecipients use program income as the nonfederal share of eligible costs (i.e., match)? [24 CFR 576.201(f); 24 CFR 576.407(c); 24 CFR 84.24(b) or 24 CFR 85.25(g)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

23.

Does a review of program expenditures indicate the absence of any unallowable costs including entertainment, contributions and donations, fines and penalties, or general governmental expenditures including salary and expenses of the chief executive officer of the recipient or its subrecipients? [24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

24.

Does a review of the expenditures indicate that costs related to lobbying political activities have not been charged to the program? [24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

City of Berkeley – Priority Home Partnership Program File Review Check List

Last Name: _____ First Name: _____ HMIS ID: _____

Staff Name: _____

Supervisor Approval - Name: _____

I. Eligibility Documentation

ESG Application for Assistance and Eligibility Determination Form (8 pages)

_____ Rapid Rehousing Assistance

_____ Homeless Prevention

Attached	Document	COB Review
<input type="checkbox"/>	Homeless Status Supporting Documentation (Rapid Rehousing-RR)	<input type="checkbox"/>
<input type="checkbox"/>	At Imminent Risk Housing Status Supporting Documentation (Homeless Prevention-HP)	<input type="checkbox"/>
<input type="checkbox"/>	Income Eligibility Supporting Documentation (RR&HP)	<input type="checkbox"/>
<input type="checkbox"/>	Asset Verification Supporting Documentation (RR&HP)	<input type="checkbox"/>
<input type="checkbox"/>	Current ROI - Date: _____	<input type="checkbox"/>

II. Documentation of Assistance/Ongoing Services

Attached	Document	COB Review
<input type="checkbox"/>	1. Request for Tenancy Approval	<input type="checkbox"/>
<input type="checkbox"/>	2. Household Budget	<input type="checkbox"/>
<input type="checkbox"/>	3. Housing Stability Plan	<input type="checkbox"/>
<input type="checkbox"/>	4. Financial Assistance Calculation Form	<input type="checkbox"/>
<input type="checkbox"/>	5. Program Participation Agreement	<input type="checkbox"/>
<input type="checkbox"/>	6. Lease Between Participant and Landlord	<input type="checkbox"/>
<input type="checkbox"/>	7. Rental Assistance Agreement with Landlord	<input type="checkbox"/>
<input type="checkbox"/>	8. W-9 Form	<input type="checkbox"/>
<input type="checkbox"/>	Three Month Reassessment(s) (<i>if applicable, insert dates</i>) 1. _____ 2. _____	<input type="checkbox"/>
<input type="checkbox"/>	Budget/Housing Stability Plan, if recertified for additional 3 months	<input type="checkbox"/>
<input type="checkbox"/>	Exit Form (HMIS form), if exited from program.	<input type="checkbox"/>
<input type="checkbox"/>	Termination of Housing Assistance (<i>if applicable</i>)	<input type="checkbox"/>
<input type="checkbox"/>	Other	<input type="checkbox"/>

City of Berkeley – Priority Home Partnership Program File Review Check List

Inspection Documentation Verification

Last Name: _____ First Name: _____ HMIS ID: _____

Unit
Address: _____

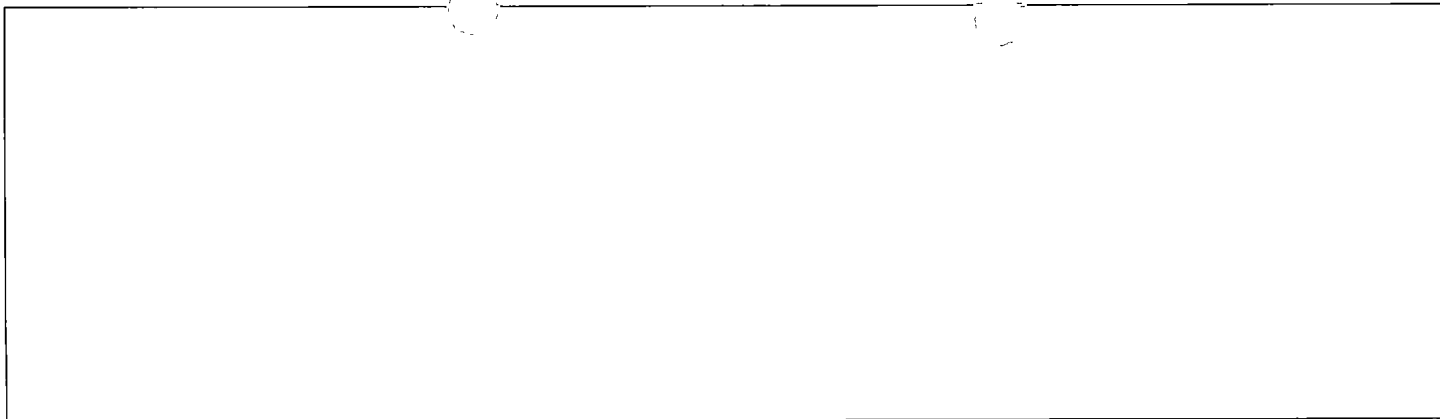
In File	Document	Inspector's Signature	Unit Pass	Unit Inconclusive /Fail	Date
<input type="checkbox"/>	Rent Reasonableness		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Habitability Inspection (includes Lead Assessment)		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	FMR certification		<input type="checkbox"/>	<input type="checkbox"/>	

NOTES:

**City of Berkeley
Program Monitoring File Checklist**

Client File Reviewed: (first initial, last initial) _____ Date: _____ Case Manager: _____
 Staff Reviewer _____ Signature _____

Item (All Files)	Yes	No	N/A	Comments
Client Intake				
Needs Assessment				
Income Verification				
Disability Verification				
Homelessness Verification				
Client ID				
Program Participation Agreement				
Notice of Grievance Policies				
Notice of Privacy Policies				
Release of Information				
Individual Service Plan (current)				
Case Notes: Documentation of case management sessions (note frequency) and of ongoing efforts to achieve ISP goals.				
Documentation of Referrals to other needed services				
Documentation of Increased Income				
Documentation of Housing Placement (address)				
Exit Documentation				
Emergency Contact				
Is file stored in secure area with restricted access?				
Is file organized, complete, uses standard forms, entries legible?				
File clearly notes client's status? (active, closed, inactive)				
SHELTER OR TRANSITIONAL HOUSING SERVICES				
Savings Program? Documentation of deposits and withdrawals?				
Other Info:				
Other Info:				
TB Test In File				
OVERALL COMMENTS				



NOTATIONS ON REVIEW ITEMS
INCOME VERIFICATION: If program uses "presumed income" category, file must include verification of qualification for presumed category.
HOMELESS VERIFICATION: HUD guidelines indicate that third-party verification is best practice; self-certification and homeless history are also acceptable.
DISABILITY VERIFICATION: For programs funded to serve disabled, verification should be by a licensed professional.

Excerpted ESG Interim Regulations as Applicable to Subrecipients Subpart A—General Provisions

§ 576.1 Applicability and purpose.

This part implements the Emergency Solutions Grants (ESG) program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

§ 576.2 Definitions.

At risk of homelessness means: (1) An individual or family who: Has an annual income below 30 percent of median family income for the area, as determined by HUD; Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

1. Meets one of the following conditions:

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- Is living in the home of another because of economic hardship;
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;

2. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney- Vento Homeless Assistance Act (42 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Consolidated plan means a plan prepared in accordance with 24 CFR part 91. An *approved consolidated plan* means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Continuum of Care means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG.

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

Homeless Management Information System (HMIS) means the information system designated by the Continuum of Care to comply with the HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

Metropolitan city means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available. This term includes the District of Columbia.

Private nonprofit organization means a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.

Program income shall have the meaning provided in 24 CFR 85.25. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

Program participant means an individual or family who is assisted under ESG program.

Program year means the consolidated program year established by the recipient under 24 CFR part 91.

Recipient means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance under this part.

State means each of the several States and the Commonwealth of Puerto Rico.

Subrecipient means a unit of general purpose local government or private nonprofit organization to which a recipient makes available ESG funds.

Unit of general purpose local government means any city, county, town, township, parish, village, or other general purpose political subdivision of a State.

Urban county means a county that was classified as an urban county under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available.

Victim service provider means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Subpart B—Program Components and Eligible Activities

§ 576.100 General provisions and expenditure limits.

(a) ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. The five program components and the eligible activities that may be funded under each are set forth in § 576.101 through § 576.107. Eligible administrative activities are set forth in § 576.108.

(b) The total amount of the recipient's fiscal year grant that may be used for street outreach and emergency shelter activities cannot exceed the greater of:

(1) 60 percent of the recipient's fiscal year grant; or

(2) The amount of Fiscal Year 2010 grant funds committed for homeless assistance activities.

(c) The total amount of ESG funds that may be used for administrative activities cannot exceed 7.5 percent of the recipient's fiscal year grant.

(d) Subject to the cost principles in OMB Circulars A-87 (2 CFR 225) and A-122 (2 CFR 230) and other requirements in this part, employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS are eligible costs of those program components. These costs are not subject to the expenditure limit in paragraph (c) of this section.

§ 576.101 Street outreach component.

(a) *Eligible costs.* Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for essential services consist of:

(1) *Engagement.* The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

(2) *Case management.* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant

progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

(3) *Emergency health services.* (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

(iii) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.

(4) *Emergency mental health services.*

(i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

(iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

(iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

(5) *Transportation.* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

These costs include the following:

(i) The cost of a program participant's travel on public transportation;

(ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

(iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(6) *Services for special populations.*

ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(b) *Minimum period of use.* The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.

(c) *Maintenance of effort.* (1) If the recipient or subrecipient is a unit of general purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

(2) Upon the recipient's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the recipient's demonstration of each of the following:

(i) The average poverty rate in the unit of general purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according to information from the U.S. Census Bureau.

(ii) The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per-capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.

(iii) The unit of general purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people.

(iv) The unit of general-purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

§ 576.103 Homelessness prevention component.

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.104 Rapid re-housing assistance component.

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in § 576.2 or who meet the criteria under paragraph 4 of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re- housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium- term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.105 Housing relocation and stabilization services.

(a) *Financial assistance costs.* Subject to the general conditions under § 576.103 and § 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

(1) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

(2) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months’ rent.

(3) *Last month’s rent.* If necessary to obtain housing for a program participant, the last month’s rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month’s rent. This assistance must not exceed one month’s rent and must be included in calculating the program participant’s total rental assistance, which cannot exceed 24 months during any 3-year period.

(4) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.

(5) *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.

(6) *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

(b) *Services costs.* Subject to the general restrictions under § 576.103 and § 576.104, ESG funds may be used to pay the costs of providing the following services:

(1) *Housing search and placement.*

Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent

housing, include the following:

- (i) Assessment of housing barriers, needs, and preferences;
- (ii) Development of an action plan for locating housing;
- (iii) Housing search;
- (iv) Outreach to and negotiation with owners;
- (v) Assistance with submitting rental applications and understanding leases;
- (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
- (vii) Assistance with obtaining utilities and making moving arrangements; and
- (viii) Tenant counseling.

(2) *Housing stability case management.* ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- (A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- (C) Counseling;
- (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- (E) Monitoring and evaluating program participant progress;
- (F) Providing information and referrals to other providers;
- (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- (H) Conducting re-evaluations required under § 576.401(b).

(3) *Mediation.* ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

(4) *Legal services.* ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

(5) *Credit repair.* ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.

(c) *Maximum amounts and periods of assistance.* The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

(d) *Use with other subsidies.* Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

§ 576.106 Short-term and medium-term rental assistance.

(a) *General provisions.* Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this

assistance.

(1) Short-term rental assistance is assistance for up to 3 months of rent.

(2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.

(3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.

(4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.

(b) *Discretion to set caps and conditions.* Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.

(c) *Use with other subsidies.* Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources.

Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

(d) *Rent restrictions.* (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.

(2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

(e) *Rental assistance agreement.* The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.

(f) *Late payments.* The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

(g) *Lease.* Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant.

Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.

(h) *Tenant-based rental assistance.*

(1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

(2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.

(3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

(i) The program participant moves out of the housing unit for which the program participant has a lease;

(ii) The lease terminates and is not renewed; or

(iii) The program participant becomes ineligible to receive ESG rental assistance.

(i) *Project-based rental assistance.* If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and

subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
2. The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.
3. The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, *i.e.*, the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.
4. The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

(1) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.

(j) Changes in household composition.

The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

§ 576.107 HMIS component.

(a) Eligible costs.

(1) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

- (i) Purchasing or leasing computer hardware;
- (ii) Purchasing software or software licenses;
- (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- (iv) Obtaining technical support; Leasing office space;
- (v) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- (vi) Paying salaries for operating HMIS, including:
 - (A) Completing data entry;
 - (B) Monitoring and reviewing data quality;
 - (C) Completing data analysis;
 - (D) Reporting to the HMIS Lead;
 - (F) Training staff on using the HMIS or comparable database; and
 - (G) Implementing and complying with HMIS requirements;
- (vii) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- (viii) Paying staff travel costs to conduct intake; and
- (ix) Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

(2) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:

- (i) Hosting and maintaining HMIS software or data;
 - (ii) Backing up, recovering, or repairing HMIS software or data;
 - (iii) Upgrading, customizing, and enhancing the HMIS;
 - (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
 - (v) Administering the system;
 - (vi) Reporting to providers, the Continuum of Care, and HUD; and
 - (vii) Conducting training on using the system or a comparable database, including traveling to the training.
- (3) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- (b) *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

§ 576.108 Administrative activities.

- (a) *Eligible costs.* The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 576.101 through § 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
- (1) *General management, oversight and coordination.* Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
 - (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
 - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
 - (B) Developing systems for assuring compliance with program requirements;
 - (C) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
 - (D) Monitoring program activities for progress and compliance with program requirements;
 - (E) Preparing reports and other documents directly related to the program for submission to HUD;
 - (F) Coordinating the resolution of audit and monitoring findings;
 - (G) Evaluating program results against stated objectives; and
 - (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
 - (ii) Travel costs incurred for monitoring of subrecipients;
 - (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
 - (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
 - (2) *Training on ESG requirements.* Costs of providing training on ESG requirements and attending HUD- sponsored ESG trainings.
 - (3) *Consolidated plan.* Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
 - (4) *Environmental review.* Costs of carrying out the environmental review responsibilities under § 576.407.
- (b) *Sharing requirement.* (1) *States.* If the recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general-purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations.
- (2) *Territories, metropolitan cities, and urban counties.* If the recipient is a territory, metropolitan city, or urban

county, the recipient may share its funds for administrative costs with its subrecipients.

Subpart C—Award and Use of Funds

§ 576.201 Matching requirement.

(a) *Required amount of matching contributions.* (1) Except as provided under paragraphs (a)(2) and (a)(3) of this section, the recipient must make matching contributions to supplement the recipient's ESG program in an amount that equals the amount of ESG funds provided by HUD.

(b) *Eligible sources of matching contributions.* (1) Subject to the requirement for States under paragraph (a)(2) of this section, the recipient may require its subrecipients to make matching contributions consistent with this section to help meet the recipient's matching requirement.

(2) Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:

(i) The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.

(ii) If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

(c) *Recognition of matching contributions.* (1) In order to meet the matching requirement, the matching contributions must meet all requirements that apply to the ESG funds provided by HUD, except for the expenditure limits in § 576.100.

(2) The matching contributions must be provided after the date that HUD signs the grant agreement.

(3) To count toward the required match for the recipient's fiscal year grant, cash contributions must be expended within the expenditure deadline in § 576.203, and noncash contributions must be made within the expenditure deadline in § 576.203.

(4) Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.

(5) Contributions that have been or will be counted as satisfying a matching requirement of another Federal grant or award may not count as satisfying the matching requirement of this section.

(d) *Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:

(1) *Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.

(2) *Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

(e) *Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.

(2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.

(f) *Costs paid by program income.*

Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Subpart E—Program Requirements

§ 576.400 Area-wide systems coordination requirements.

(a) *Consultation with Continuums of Care.* The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate ESG funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.

(b) *Coordination with other targeted homeless services.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include:

- (1) Shelter Plus Care Program (24 CFR part 582);
- (2) Supportive Housing Program (24 CFR part 583);
- (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882);
- (4) HUD—Veterans Affairs Supportive Housing (HUD—VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008));
- (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*));
- (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa– 5));
- (7) Healthcare for the Homeless (42 CFR part 51c);
- (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*));
- (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*));
- (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act);
- (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*));
- (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975));
- (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021);
- (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043);
- (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61);
- (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031);
- (17) Homeless Veterans Dental Program (38 U.S.C. 2062);
- (18) Supportive Services for Veteran Families Program (38 CFR part 62); and
- (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).

(c) *System and program coordination with mainstream resources.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG- funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs include:

- (1) Public housing programs assisted under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (24 CFR parts 905, 968, and 990);
- (2) Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) (respectively 24 CFR parts 982 and 983);
- (3) Supportive Housing for Persons with Disabilities (Section 811) (24 CFR part 891);
- (4) HOME Investment Partnerships Program (24 CFR part 92);
- (5) Temporary Assistance for Needy Families (TANF) (45 CFR parts 260–265);
- (6) Health Center Program (42 CFR part 51c);
- (7) State Children’s Health Insurance Program (42 CFR part 457);
- (8) Head Start (45 CFR chapter XIII, subchapter B);
- (9) Mental Health and Substance Abuse Block Grants (45 CFR part 96); and
- (10) Services funded under the Workforce Investment Act (29 U.S.C. 2801 *et seq.*).

§ 576.401 Evaluation of program participant eligibility and needs.

(a) *Evaluations.* The recipient or its subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family’s eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).

(b) *Re-evaluations for homelessness prevention and rapid re-housing assistance.* (1) The recipient or subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

- (i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
- (ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

(2) The recipient or subrecipient may require each program participant receiving homelessness prevention or rapid re-housing assistance to notify the recipient or subrecipient regarding changes in the program participant's income or other circumstances (*e.g.*, changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the recipient or subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.

(c) *Annual income.* When determining the annual income of an individual or family, the recipient or subrecipient must use the standard for calculating annual income under 24 CFR 5.609.

(d) *Connecting program participants to mainstream and other resources.* The recipient and its subrecipients must assist each program participant, as needed, to obtain:

(1) Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:

- (i) Medicaid (42 CFR chapter IV, subchapter C);
- (ii) Supplemental Nutrition Assistance Program (7 CFR parts 271–283);
- (iii) Women, Infants and Children (WIC) (7 CFR part 246);
- (iv) Federal-State Unemployment Insurance Program (20 CFR parts 601–603, 606, 609, 614–617, 625, 640,
- (v) Social Security Disability Insurance (SSDI) (20 CFR part 404);
- (vi) Supplemental Security Income (SSI) (20 CFR part 416);
- (vii) Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226));
- (viii) Other assistance available under the programs listed in §576.400(c).

(e) *Housing stability case management.* (1) While providing homelessness prevention or rapid re-housing assistance to a program participant, the recipient or subrecipient must:

- (i) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
- (ii) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.

(2) The recipient or subrecipient is exempt from the requirement under paragraph (e)(1)(i) of this section if the Violence Against Women Act of 1994 (42 U.S.C. 13701 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits that recipient or subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

§ 576.402 Terminating assistance.

(a) *In general,* If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of individuals affected. The recipient or subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

(b) *Program participants receiving rental assistance or housing relocation and stabilization services.* To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:

- (1) Written notice to the program participant containing a clear statement of the reasons for termination;

- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the program participant.
- (c) Ability to provide further assistance. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same family or individual.

§ 576.403 Shelter and housing standards.

- (a) Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- (b) Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - (1) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - (2) Access. The shelter must be accessible 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.
 - (3) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - (4) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - (5) Water supply. The shelter's water supply must be free of contamination.
 - (6) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - (7) Thermal environment. The shelter must have any necessary heating/ cooling facilities in proper operating condition.
 - (8) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - (9) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - (10) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - (11) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- (c) Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph (c). The recipient may also establish standards that exceed or add to these minimum standards.
 - (1) Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - (2) Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - (3) Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

- (4) *Water supply.* The water supply must be free from contamination.
- (5) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- (6) *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.
- (7) *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- (8) *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- (9) *Sanitary conditions.* The housing must be maintained in a sanitary condition.
- (10) *Fire safety.* (i) There must be a second means of exiting the building in the event of fire or other emergency.
(ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
(iii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

§ 576.404 Conflicts of interest.

- (a) *Organizational conflicts of interest.* The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary of the subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- (b) *Individual conflicts of interest.* For the procurement of goods and services, the recipient and its subrecipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply:
 - (1) *Conflicts prohibited.* No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - (2) *Persons covered.* The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients.
 - (3) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (b)(3)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (b)(3)(i) of this section.
 - (i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:
 - (A) If the recipient or subrecipient is a government, disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (B) An opinion exception is sought would not violate state or local law.
 - (ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (b)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of the recipient's or subrecipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (B) Whether an opportunity was provided for open competitive bidding or negotiation;
- (C) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
- (D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (b)(1) of this section;
- (E) Whether undue hardship results to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
- (F) Any other relevant considerations.
- (c) **Contractors.** All contractors of the recipient or subrecipient must comply with the same requirements that apply to subrecipients under this section.

§ 576.405 Homeless participation.

- (a) Unless the recipient is a State, the recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG).
- (b) If the recipient is unable to meet requirement under paragraph (a), it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.
- (c) To the maximum extent practicable, the recipient or subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

§ 576.406 Faith-based activities.

- (a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds. Neither the Federal Government nor a State or local government receiving funds under ESG shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants.
- (c) Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- (e) ESG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Solutions ESG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG program. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds. Sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (*see* 24 CFR parts 84 and 85).
- (f) If the recipient or a subrecipient that is a local government voluntarily contributes its own funds to supplement

federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 576.407 Other Federal requirements.

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Subpart F—Grant Administration

§ 576.500 Recordkeeping and reporting requirements.

(a) *In general.* The recipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable the recipient and HUD to determine whether ESG requirements are being met.

(b) *Homeless status.* The recipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-

party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in § 576.2, acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in § 576.2, because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in § 576.2, because the individual or family will imminently lose their housing, the evidence must include:

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either:

(I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies as homeless under paragraph (3) of the homeless definition in § 576.2, because the individual or family does not otherwise qualify as homeless under the homeless definition but is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), the evidence must include:

(i) For paragraph (3)(i) of the homeless definition in § 576.2, certification of homeless status by the local private nonprofit organization or state or local governmental entity responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the

Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable;

(ii) For paragraph (3)(ii) of the homeless definition in § 576.2, referral by a housing or service provider, written observation by an outreach worker, or certification by the homeless individual or head of household seeking assistance;

(iii) For paragraph (3)(iii) of the homeless definition in § 576.2, certification by the individual or head of household and any available supporting documentation that the individual or family moved two or more times during the 60-day period immediately preceding the date of application for homeless assistance, including: recorded statements or records obtained from each owner or renter of housing, provider of shelter or housing, or social worker, case worker, or other appropriate official of a hospital or institution in which the individual or family resided; or, where these statements or records are unobtainable, a written record of the intake worker's due diligence in attempting to obtain these statements or records.

Where a move was due to the individual or family fleeing domestic violence, dating violence, sexual assault, or stalking, then the intake worker may alternatively obtain a written certification from the individual or head of household seeking assistance that they were fleeing that situation and that they resided at that address; and

(iv) For paragraph (3)(iv) of the homeless definition in § 576.2, written diagnosis from a professional who is licensed by the state to diagnose and treat that condition (or intake staff- recorded observation of disability that within 45 days of date of the application for assistance is confirmed by a professional who is licensed by the state to diagnose and treat that condition); employment records; department of corrections records; literacy, English proficiency tests; or other reasonable documentation of the conditions required under paragraph (3)(iv) of the homeless definition.

(5) If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

(c) *At risk of homelessness status.* For each individual or family who receives Emergency Solutions Grant (ESG) homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or subrecipient. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the "at risk of homelessness" definition in § 576.2:

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2;

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition. Acceptable evidence includes:

(A) Source documents (*e.g.*, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);

- (B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, public administrator, relative) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in § 576.2; or
- (C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; and
- (iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2. Acceptable evidence includes:
- (A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bankstatement);
- (B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of "at risk of homelessness"; or To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; or
- (2) If the program participant meets the criteria under paragraph (2) or (3) of the "at risk of homelessness" definition in § 576.2, certification of the child or youth's homeless status by the agency or organization responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786) or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable.
- (d) *Determinations of ineligibility.* For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.
- (e) *Annual income.* For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:
- (1) Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and
- (2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bankstatement);
- (3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
- (4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.
- (f) *Program participant records.* In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
- (1) The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
- (2) Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and
- (3) Where applicable, compliance with the termination of assistance requirement in § 576.402.
- (g) *Centralized or coordinated assessment systems and procedures.* The recipient and its subrecipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment

system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

- (h) *Rental assistance agreements and payments.* The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- (i) *Utility allowance.* The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- (j) *Shelter and housing standards.* The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.
- (k) *Emergency shelter facilities.* The recipient must keep records of the emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient's records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.
- (l) *Services and assistance provided.* The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- (m) *Coordination with Continuum(s) of Care and other programs.* The recipient and its subrecipients must document their compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.
- (n) *HMIS.* The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.
- (o) *Matching.* The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- (p) *Conflicts of interest.* The recipient and its subrecipients must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.
- (q) *Homeless participation.* The recipient must document its compliance with the homeless participation requirements under § 576.405.
- (r) *Faith-based activities.* The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 576.406.
- (s) *Other Federal requirements.* The recipient and its subrecipients must document their compliance with the Federal requirements in § 576.407, as applicable, including:
 - (1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).
 - (2) Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).
 - (3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.
 - (4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.
- (t) *Relocation.* The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.
- (u) *Financial records.* (1) The recipient must retain supporting documentation for all costs charged to the ESG grant.
(2) The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§ 576.109 and the cost

principles in OMB Circulars A–87 (2 CFR part 225) and A–122 (2 CFR part 230).

(3) The recipient and its subrecipients must retain records of the receipt and use of program income.

(4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.

(v) *Subrecipients and contractors.* (1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.

(2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40–84.48.

(3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.

(w) *Other records specified by HUD.* The recipient must keep other records specified by HUD.

(x) *Confidentiality.* (1) The recipient and its subrecipients must develop and implement written procedures to ensure:

(i) All records containing personally identifying information (as defined in HUD’s standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;

(ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

(iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

(2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.

(y) *Period of record retention.* All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

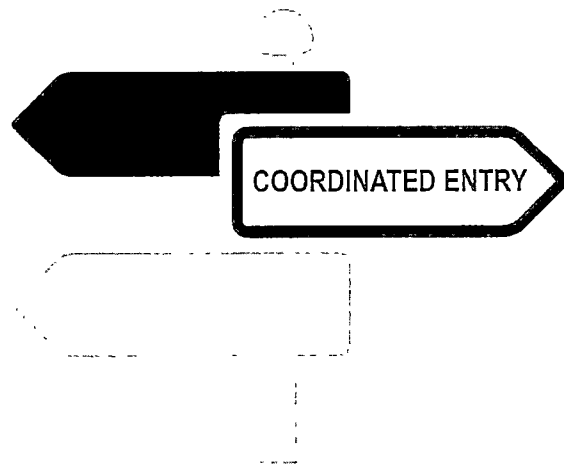
(1) Documentation of each program participant’s qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;

(2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and

(3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.

(z) *Access to records.* (1) *Federal government rights.* Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

ALAMEDA COUNTY HOUSING CRISIS RESPONSE SYSTEM MANUAL



Alameda County
AN INITIATIVE OF **EVERYONE HOME**

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1 USING THE SYSTEM MANUAL

1.1 PURPOSE OF THE SYSTEM MANUAL

The purpose of EveryOne Home's Housing Crisis Response System Manual is to provide a general overview and description of Alameda County's system for responding to homelessness and to outline the governance, principles, performance measures, and policies that guide the system. The System Manual is not intended to provide detailed operating procedures, rather to establish a framework and standards within which participating programs operate and provide services. However, when available and necessary to support standard and fair practice across the County, the System Manual may include standard forms and operating procedures for particular components of the system.

1.2 DEVELOPING THE SYSTEM MANUAL

The EveryOne Home System Coordination Committee, in partnership with funders and operators of the Housing Crisis Response System, has been authorized by the HUD CoC to develop and adopt policies and procedures for the Housing Crisis Response System. Those policies are documented in this manual, which is also reviewed and approved, at minimum, annually by the HUD CoC Committee to ensure compliance with federal requirements of the Department of Housing and Urban Development. Alameda County's Housing Crisis Response System, and the System Manual, are works-in-progress. As policies and procedures are developed and amended, the Manual will be updated. New versions of the System Manual will be posted on the EveryOne Home website and distributed via the EveryOne Home distribution list.

1.3 RECENT UPDATES TO THE SYSTEM MANUAL

This is the Alameda County Housing Crisis Response System Manual (V.2019.02.15). It is the first published version of the System Manual. This version of the System Manual has been developed and adopted by the System Coordination Committee. All organizations and agencies funded to provide services as part the Housing Crisis Response System are expected to operate according to this version of the System Manual.

2 ALAMEDA COUNTY'S HOUSING CRISIS RESPONSE SYSTEM

The Housing Crisis Response System is Alameda County's overall system of housing services and programs that are coordinated to prevent and end homelessness, including but not limited to:

- Information & Referral
- Coordinated Entry
- Homelessness Prevention Services
- Street Outreach
- Drop-In Centers
- Housing Resource Centers
- Housing Problem Solving Services
- Housing Navigation Services
- Warming and Seasonal Shelters
- Year-Round Shelters
- Navigation Centers
- Transitional Housing

- One-Time Financial Assistance
- Time-Limited Rental Assistance
- Tenant Support Services
- Permanent Subsidized Housing
- Permanent Supportive Housing
- Landlord Liaison Services and Incentive Programs
- Flexible Housing Subsidies
- Housing-Focused Health, Human, Social, and Legal Services
- Homeless Management Information System

The Housing Crisis Response System works urgently to address housing crises for all Alameda County residents who are homeless or at risk of homelessness, across all regions of the County. The goal is for each and every individual or family that seeks assistance through the Housing Crisis Response System to have a safe, supportive and permanent place to live.

Coordinated Entry is the front door and the central organizing feature of the Housing Crisis Response System. The purpose of Coordinated Entry is to assess the needs of people in crisis, connect them to available support, and track the outcomes and performance of the system. Coordinated Entry provides a standard and transparent way for the Housing Crisis Response System to effectively:

- Identify people in Alameda County who are experiencing a housing crisis and assess their needs
- Problem solve and mobilize immediate solutions to stay housed or find a safer and more permanent place to live without the need for on-going support from the Housing Crisis Response System
- Connect people to health, social, legal, financial services that are critical to resolving their housing crisis and that support on-going housing stability
- Comprehensively assess households with the greatest needs, then prioritize and match them to the most supportive services and housing programs for which they are eligible
- Manage access to and outcomes of a dedicated portfolio of countywide services and housing programs
- Ensure that services and housing resources are being used in the most effective ways and available to the people who need them the most
- Collect and analyze client and system-level data, and use that information to improve performance, inform policy, and strengthen advocacy to end homelessness

The communication backbone of the Housing Crisis Response System is the countywide, shared database called the Homeless Management Information System (HMIS). Essential to providing individualized, confidential, and responsive support to all people seeking assistance, the database ensures timely information and facilitates effective service, by allowing the Housing Crisis Response System to:

- Document and retrieve critical and up-to-date information to help households in crisis
- Understand the specific needs of households seeking assistance and make effective referrals and matches to services and housing programs
- Coordinate the provision of services and care across the County, focusing on the household's needs and protecting client privacy and confidentiality
- Collect system-level data and analyze the overall Housing Crisis Response System's performance

HMIS ensures that the Housing Crisis Response System can be responsive on both the client-level and the systems-level: by providing valuable information to directly support individuals and families in crisis, as

well as, local system data to support reporting, fundraising, decision-making, performance evaluation, public policy and advocacy.

3 GOVERNANCE

EveryOne Home—Alameda County’s collective impact organization and Continuum of Care lead agency—is responsible for the governance, planning, oversight and overall performance of the Housing Crisis Response System as a fundamental strategy of Alameda County’s plan to end homelessness, known as the EveryOne Home Plan. The Plan was adopted by the Alameda County Board of Supervisors, all 14 cities in the county and over 70 non-profit homeless and housing providers. The EveryOne Home Governance Charter outlines how EveryOne Home members and stakeholders:

- Govern the collective impact initiative to end homelessness
- Meet the federally-defined responsibilities of operating a HUD Continuum of Care as found in the Continuum of Care Program Rule at 24 CFR Part 578
- Meet federal, state, and locally defined responsibilities of operating a Housing Crisis Response System and its associated programs
- Plan, monitor, and evaluate the policies, standards, operations and performance of the Housing Crisis Response System

The Governance Charter establishes a participatory committee structure to ensure that the system operates in compliance with all regulatory requirements and is guided by the unified purpose of keeping and getting people housed. All committees are responsible for engaging individuals and communities across the county in the collective effort to end homelessness. Under the Governance Charter and the Committee Structure:

- The EveryOne Home Leadership Board and the Collective Impact/CoC Membership Committees are responsible for overall performance, governance, strategy, policy and resource management of the Housing Crisis Response System.
- The RBA Committee is responsible for evaluating performance of the Housing Crisis Response System.
- The HUD CoC Committee is responsible for ensuring that the Housing Crisis Response System complies with HUD requirements and conducts the work of the HUD NOFA and HMIS Oversight Subcommittees.
- The System Coordination Committee is responsible for improving performance of the Housing Crisis Response System and for overseeing HUD CoC delegated responsibilities of Coordinated Entry.
- The Advocacy Committee is responsible for promoting policy that enhances the Housing Crisis Response System’s performance.
- The Funders Collaborative is responsible for allocating resources and managing funding in a manner that is consistent with the collective impact strategic direction and policies of the Housing Crisis Response System.

4 GUIDING PRINCIPLES

Housing First and Low Barrier

- All homeless people are housing-ready right away and that the stability provided by permanent housing can transform lives.
- The first step to ultimately ending homeless people's poverty is to end their homelessness right away. The focus is on ending as many people's homelessness as quickly as possible given available resources.

Be Easily Accessible through a process that is Consistent, Transparent, Standardized and Equitable

- Incorporating multiple entry points, including a county-wide hotline and Housing Resource Centers located in each major region of the County.
- Providing Outreach Services, so people least likely to seek services independently have access to the resources of the system. Outreach teams will be trained to "bring the front door" to homeless people by performing all key CE functions in the field, rather than requiring clients to travel to a service site.
- Eliminating "side doors" by requiring providers to accept referrals from a centralized priority list, greatly enhancing consistency and data collection across the system and improving how we understand and address homelessness in Alameda County.
- Reducing clients' confusion by screening, assessing, and referring clients with standardized protocols, tools, and processes.
- Ensuring that customer experience and resource eligibility is the same at every Coordinated Entry access point.

Keep Participant Safety, Confidentiality, Resiliency and Choice at the Forefront

- Information will be collected in a respectful, strengths-based and trauma-informed manner.
- Tools and decision/referral processes will require only as much information as is needed to assist or refer clients.
- With client consent and in accordance with applicable laws and regulations, information will be shared within the system to coordinate care and limit the number of times people have to repeat their stories.
- Client choice and the client's service and personal networks will inform options for services, housing, and referrals.
- Throughout the system, safety screening and links to domestic violence services will be integrated.

Prioritize the Most Vulnerable

- Homeless people who are the most vulnerable and with the highest need will be prioritized for resources.
- Coordinated Entry will match the level of service intervention to the level of client need to resolve their housing crisis. CE believes that clients are resilient and frequently able to end their homelessness with well-targeted, time-limited resources
- Assessment is ongoing and more intensive services will be offered as needed. Clients can opt for less intensive support than what is offered.

Provide Housing Problem Solving for those at risk of homelessness

- No one should ever have to enter the homeless services system to access resources. Strengths-based support and problem-solving services will be provided for people who are not yet literally homeless to help them maintain safe housing options without entering the homeless system.

- People are resilient, especially when offered a little help. Housing Problem Solving will use strengths-based conversations and, if resources permit, modest one-time resources to help people find creative but safe solutions for their housing crises.

Use Data and Stakeholder Experience to Drive Continuous Improvement

- Achieving systems-alignment in Alameda County and optimal effectiveness will be a process and will require time and a commitment to continuous improvement.
- Resources will be allocated to ensure that the Coordinated Entry process is managed and well-coordinated. Data will be used to assess the impacts and outcomes of the system to inform changes.
- Stakeholders -- including service providers, funders, and people with lived experience of homelessness - will have an ongoing role in the oversight and refinement of the Coordinated Entry process.
- Everyone—including those experiencing homelessness and those working to end it—deserves to understand how Coordinated Entry works and to participate in the decision-making process. Stakeholders will be given ongoing opportunities to participate in and learn about the ongoing Coordinated Entry effort.
- Opportunities for involvement will be inclusive, open to as many affected stakeholders as resources allow and not limited to just those programs mandated to participate in Coordinated Entry.

5 COORDINATED ENTRY

5.1 PURPOSE

As the front door to Alameda County's Housing Crisis Response System, the purpose of Coordinated Entry is to provide an accessible, fair, and transparent way for people experiencing a housing crisis to be connected to housing support. Since there is not enough housing or services for everyone in need, the main job of Coordinated Entry is to problem solve, assess, and match people to any available resources for which they are eligible, and to ensure that the people with the highest needs are prioritized.

5.2 TARGET POPULATION

Anyone experiencing homelessness or at-risk of homelessness in Alameda County must be able to access Coordinated Entry, be screened, and appropriately referred in a timely manner. Coordinated Entry uses standard and fair processes to assist all populations and to offer available services and housing resources to prioritized, eligible households.

5.3 GEOGRAPHIC COVERAGE

Coordinated Entry must serve the geographic entirety of Alameda County and ensure that access to services is consistent and equitable, regardless of one's geographic location or the access point through which one seeks services.

5.4 COORDINATED ENTRY PROCESS

Alameda County’s Coordinated Entry operates through a network of Access Points (2-1-1, Housing Resource Centers, Outreach Teams) and Resource Zones (Administrative Coordination) to assess, prioritize, and match eligible people to a variety of housing programs including: homelessness prevention services, legal services, housing resource centers, housing navigation services, shelter, transitional housing, rapid rehousing, and permanent affordable and supportive housing.

Coordinated Entry must cover the geographic area of Alameda County, be easily accessed by individuals and families seeking housing or services, be well advertised, and use standard processes that include a comprehensive assessment tool to fairly determine need, priority, and eligibility for housing or services.

Any agency or person authorized to conduct any part of Coordinated Entry must follow the standard Coordinated Entry process procedures and use the tools approved for use in Alameda County by EveryOne Home. The standard components of Coordinated Entry are:

		STANDARD COORDINATED ENTRY PROCESS										
		SCREENING			HOUSING PROBLEM SOLVING		COORDINATED ENTRY ASSESSMENT			PRIORITIZATION	MATCHING	
		Safety Screening	Housing Crisis Screening	Referral	Housing Problem Solving	Referral	Release of Information	Client Profile	Assessment	Referral	Prioritization	Matching
ACCESS POINTS	2-1-1 Call Center	X	X	X	X	X						
	Outreach	X	X	X	X	X	X	X	X			
	Housing Resource Centers	X	X	X	X	X	X	X	X			
RESOURCE ZONES											X	X

5.5 ACCESS POINTS

Access Points are the places—either virtual or physical—where an individual or family seeks assistance from the Housing Crisis Response System.

ACCESS POINTS	COVERAGE AND TARGET POPULATIONS
2-1-1	24/7 Call Center offers Countywide virtual services to anyone experiencing or at-risk of homelessness. Conducts Screening and Housing Problem Solving.
Housing Resource Centers	Physical sites located across the County offering in-person and virtual services to homeless households. Housing Resource Centers may also provide services at specifically designate outreach locations. Conduct Screening, Housing Problem Solving, and CE Assessment for Literally Homeless. Supports Resource Zone Coordinators with Prioritization and Matching.
Outreach	Countywide outreach teams offering in-person and virtual services to homeless households who cannot or do not access services at HRCs. Conducts Screening, Housing Problem Solving and CE Assessment for Literally Homeless. Supports Housing Resource Centers and Resource Zone Coordinators with Prioritization and Matching.

5.6 RESOURCE ZONES

For the purpose of coordination, administration, and matching to housing resources, Alameda County's Housing Crisis Response System is organized into Resource Zones. Resource Zone Coordinators are responsible for facilitating access to and coordinating the services and housing programs located in or associated with their Resource Zone. Resource Zone Coordinators are also responsible for ensuring that the activities of the Resource Zone are consistent with countywide standards and coordinated with countywide partners as necessary and required. Resource Zone Coordinators must hold regular Resource Zone Coordination meetings and case conferences to support successful matching, discuss operational improvements, and promote on-going housing stability.

RESOURCE ZONE	ZONE COORDINATOR	COORDINATES FOR	AFFILIATED HOUSING RESOURCE CENTERS	MATCHES TO
Oakland Adults	City of Oakland	Oakland, Piedmont	Downtown Oakland HRC (BACS) East Oakland HRC (EOCP)	Housing Navigation Year Round Shelter Transitional Housing Rapid Rehousing Certain SSI Advocacy and Behavioral Healthcare Programs
North County Adults	City of Berkeley	Albany, Berkeley, Emeryville	North County HRC (BFHP)	
North County Families	City of Oakland	Albany, Berkeley, Emeryville, Oakland, Piedmont	North County Family Front Door (EOCP, BFWC)	
Mid County Adults + Families	Abode Services	Alameda, San Leandro, Hayward, Castro Valley, San Lorenzo, Cherry Land, Ashland, unincorporated areas	Mid-County West - Alameda HRC (BFWC) Mid-County West – San Leandro HRC (BFWC) Mid-County East HRC (Abode Services)	
East County Adults + Families	Abode Services	Dublin, Livermore, Pleasanton, and unincorporated areas east of foothills	Tri-Valley County HRC (Abode Services)	
South County Adults + Families	Abode Services	Fremont, Newark, Union City, Sunol, and unincorporated areas around Fremont	Tri-City HRC (Abode Services)	
Countywide Adults + Families	Alameda County Health Care Services Agency, Home Stretch	Countywide	N/A	Permanent Supportive Housing HUD VASH Tenancy Sustaining Services
Countywide Veterans	Operation Vets Home	Countywide	N/A	Rapid Rehousing HUD VASH GPD Shelter

5.7 COUNTYWIDE RESOURCE REGISTRY

The Countywide Resource Registry is a centrally managed and updated database of services and housing programs in Alameda County targeted to people experiencing homelessness. The Countywide Resource Registry is maintained in a shared database—either HMIS or a comparable shared information system

designed for the specific purpose of maintaining a real-time registry of inventory, eligibility and criteria for placement, upcoming or current vacancies, and documentation of matching.

Resource Zone Coordinators are responsible for ensuring that the housing services and programs available within their Resource Zone are appropriately listed in the Countywide Resource Registry and maintained with up-to-date information necessary for referral and matching.

The Resource Registry will be developed within the HMIS system or a related database and will include all housing services and programs within the Alameda County Housing Crisis Response System. Until that time Resource Zones must maintain an interim registry with information including:

- Inventory of all housing services and programs available to the target population served by the Resource Zone
- Identification of housing services and programs are matched to through Coordinated Entry
- Identification of housing services and programs that are accessible using another referral process and the specifics of that referral process
- Specific prioritization, preference, eligibility and program requirements guiding a referral or match to a housing service or program
- Tracking of referrals and matches to the housing services and programs

All eligibility and program criteria must be consistent with countywide Coordinated Entry standards and approved by EveryOne Home and funder/contracting agency.

6 STANDARDS FOR COORDINATED ENTRY ACCESS & ASSESSMENT

6.1 STANDARD ACCESS

Coordinated Entry must cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and use standard processes that include a comprehensive assessment tool to fairly determine need, priority, and eligibility for housing or services.

All Access Points must offer the same Coordinated Entry process and be usable by all people who may be experiencing homelessness or at risk of homelessness. Any variations to the standard Coordinated Entry process, Access Points, or Assessment approaches must be approved by EveryOne Home and included in the System Manual.

All Access Points must ensure that:

- The same Coordinated Entry process is offered at all Access Points and be usable by all people who may be experiencing homelessness or at risk of homelessness.
- Households who present at any Access Point, regardless of whether it is an Access Point dedicated to the population to which the household belongs, can easily access an appropriate assessment process that provides Coordinated Entry with enough information to make prioritization decisions about that household:

- Households who are included in more than one population can be served at all of the Access Points for which they qualify as a target population. For example, a parenting unaccompanied youth who is fleeing domestic violence could choose to be served at various Access Points
- Variations to standard access are offered as a reasonable accommodation for a person with disabilities. For example, a person with a mobility impairment may request a reasonable accommodation in order to complete the coordinated entry process at a different location.
- Access points must be accessible to individuals with disabilities, including accessible physical locations for individuals who use wheelchairs, as well as people who are least likely to access homeless assistance.
- Variations to the standard Coordinated Entry process, Access Points, or Assessment approaches are approved by EveryOne Home and included in the System Manual

In order to facilitate access, improve quality of information gathered, remove population-specific barriers to accessing the Coordinated Entry process, and account for the different needs, vulnerabilities, and risk factors of the certain populations, Alameda County has allowed for the following targeted approaches:

- 2-1-1 is a virtual Access Point designated to provide an initial screening, a brief housing problem solving conversation, and a referral or warm-transfer to the appropriate next step of Coordinated Entry/Housing Crisis Response System.
- Outreach Teams operate as mobile Access Points and are closely linked to all parts of the Coordinated Entry process. All participating street outreach staff, regardless of funding source, offer the same standardized Coordinated Entry processes as site-based Access Points, including offering the Coordinated Entry Assessment. Outreach workers also support the matching process by locating a client when a service or program becomes available.
- Housing Resource Centers operate as site-based Access Points targeted to specific populations and are located across the County:
 - Three Housing Resource Centers are specifically designated Access Points for adults without children.
 - One Housing Resource Center is a specifically designated Access Point for adults accompanied by children.
 - Four Housing Resource Centers serve all populations seeking assistance.
- Unaccompanied and transitional aged youth have specifically designated Outreach Workers and Assessors.
- Households fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions (including human trafficking) are given the option to seek housing assistance through the Coordinated Entry process or through the County's network of domestic violence or victim services organizations.
- Persons at risk of homelessness are screened, offered Housing Problem Solving and immediately referred to Flexible Housing Funds, ESG Prevention Funds, or Homelessness Prevention services without the need to conduct the Coordinated Entry Assessment.
- Veterans can access Coordinated Entry through standard Access Points or, if they are seeking services through the Veterans Administration, Swords to Ploughshares, or other Veteran-specific organizations can be assessed by staff of these organizations who are certified to conduct Coordinated Entry Assessments without the need to go to another Access Point.

6.2 STANDARD ACCESS & ASSESSMENT PROCEDURES

All Access Points must offer the same Coordinated Entry process and be usable by all people who may be experiencing homelessness or at risk of homelessness. In order to ensure a standard and fair process and provide consistent and appropriate services, Access Points must use the following procedures and the standard forms and tools of Coordinated Entry.

6.2.1 SCREENING

6.2.1.1 Safety Screening

The Safety Screening is a standard set of questions that must be used by all Access Points to identify any emergency health or safety needs that a household seeking assistance may have, and to make an immediate connection to the appropriate response, including police, medical, or domestic violence services.

Persons fleeing domestic violence or seeking victim services, who are not in need of immediate emergency services, must be offered the option to seek housing assistance through the Housing Crisis Response System, through the County's network of domestic violence or victim services organizations, or through both.

For those wishing to be assisted through the domestic violence or victim services organizations, they must be immediately and directly connected to a regional Domestic Violence hotline. Each regional DV hotline is available on a 24-7 basis.

All Access Points must use the Safety Screening included in the Coordinated Entry Access Packet or HMIS.

6.2.1.2 Housing Crisis Screening

For households whose immediate safety is confirmed and who choose to receive services from the Housing Crisis Response System, a standard Housing Crisis Screening must be used with each household to identify basic eligibility information and ensure immediate connection to the appropriate next step of the Coordinated Entry process. The Housing Crisis Screening follows a standard set of questions to determine if the household lives in Alameda County, which City or region of the County they are connected to, the type of household seeking assistance (adults, families, youth), and their current housing situation.

6.2.1.3 Referral

For households living out of County, the following steps must be taken:

- A referral is made to 2-1-1 in the appropriate County
- If appropriate out-of-county information is unknown by staff, a referral is made to Alameda County 2-1-1 for out-of-county information
- A standard Referral Summary should be given to the household

For households who are literally homeless in Alameda County, the following steps must be taken:

- Housing Problem Solving is conducted with the household
- The Assessment is conducted with the household, or a referral or warm hand-off is made to all Access Points for which their household type is served and at which they can participate in Assessment, in the region of their choice. These Access Points include Housing Workshops, Housing Resource Centers, and Outreach.

- A standard Referral Summary should be given to the household

For households at risk of homelessness in Alameda County, the following steps must be taken:

- Housing Problem Solving is conducted with the household
- A referral is made to Homelessness Prevention Services, including a referral to agencies that administer ESG prevention funds for households at imminent or immediate risk of homelessness
- A standard Referral Summary should be given to the household

All Access Points must use the Housing Crisis Screening included in the Coordinated Entry Access Packet or HMIS.

6.2.2 HOUSING PROBLEM SOLVING

6.2.2.1 Housing Problem Solving

All households seeking assistance must be offered Housing Problem Solving assistance. Housing Problem Solving assistance is a brief, focused intervention that does not require ongoing case management, but does require some support or limited, targeted interaction to help facilitate the resolution of a household's housing crisis. Housing Problem Solving participants may be offered the following range of one-time assistance to address issues related to homelessness or imminent homelessness:

- A structured Housing Problem Solving conversation with staff to devise an actionable plan
- Referral to eviction prevention, legal, and financial services
- Relocation services
- Family reunification and mediation or conflict resolution
- Move-in assistance
- Flexible funds
- ESG and Other Prevention Funds

At minimum, All Access Points must use the Housing Problem Solving questions included in the Coordinated Entry Access Packet or HMIS and refer the households to any service or support that could assist the client to immediately avoid or exit homelessness.

6.2.2.2 Flexible Funds for Housing Problem Solving

Resource Zone Coordinators and Housing Resource Centers have access to a flexible pool of funds to be used in support of Housing Problem Solving. Flexible Funds should be used when, in the course of a Housing Problem Solving conversation, staff assesses and determines that an individual/family would avoid homelessness and/or immediately end a homeless episode, and would not require ongoing support (housing navigation, case management, rapid rehousing interventions).

Staff that conduct Housing Problem Solving should assess the appropriateness of flexible funds using the following criteria:

- The individual/family has a one-time need that poses a barrier to accessing or maintaining housing
- Flexible funds are needed due to the barrier
- The individual/family has a mechanism to solve for the same need with their own resources and/or natural community supports in the future.

Funds are one-time, and categorized as follows:

- Move-In Costs: Eligible move-in costs including application fees, security deposit, first/last month rent, furniture set up, utilities start, etc.
- Other Flexible Support: Any immediate need for an individual/family that presents as a barrier to maintain housing or access immediate housing utilizing a life domains approach (physical, environmental, occupational, etc.). Examples of flexible support could include relocation support, legal fees, an outfit or tools to access employment, a public transportation ticket to get to an appointment, an out of pocket copay for a prescription, etc.

If Flexible Funds are deemed appropriate:

- A Flexible Funding Request is made by the direct staff to the HRC manager or Resource Zone Coordinator for review and approval.
- For move-in costs related to fees, deposit, rent, and utilities, payment will be made directly to the primary vendor. For other items the housing team will determine the most appropriate mechanism for payment.

6.2.2.3 ESG Prevention Funds for Housing Problem Solving

For Resource Zone Coordinators and Housing Resource Centers that have access to ESG Prevention Funds, these funds can be used in support of Housing Problem Solving in accordance with the County's adopted policies and procedures for ESG Prevention Assistance which state:

Prevention assistance must be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for ESG prevention to be provided to those categorized as "at-risk" but not necessarily at "imminent risk", Alameda County ESG programs will target prevention services specifically to those that are at "immediate risk" defined as:

- An individual or family who will imminently lose their primary nighttime residence, provided that:
 - The primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
 - No subsequent residence has been identified; and,
 - The individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

Within the category of "imminent risk" special attention and outreach will be done to target those households that are:

- Doubled up with family and friends, must move within 14 days and are seeking to enter shelter;
- Living in a hotel or motel using their own resources, must leave within 14 days, and are seeking to enter shelter;
- Living in their own housing, are being evicted for non-payment of rent, must leave within 14 days, and are seeking shelter;
- Fleeing domestic violence;
- Imminently leaving foster care or have recently left foster care and are at imminent risk of losing their current housing.

6.2.2.4 Referral

For households at risk of homelessness, Housing Problem Solving should focus on stabilizing their current housing situation, finding immediate or potential housing alternatives within their support systems, and making targeted referrals to housing, health, social, legal, and financial services that support housing stability.

For literally homeless households, Housing Problem Solving should focus on finding immediate or potential housing opportunities within their support systems, identifying short-term action steps to reduce barriers to housing, and making targeted referrals to housing, health, social, legal, and financial services that help the individual or family out of homelessness.

If the household's housing crisis is not resolved through Housing Problem Solving:

At minimum, for households at risk of homelessness, the following steps must be taken:

- A referral is made to Homelessness Prevention Services, including a referral to agencies that administer ESG prevention funds for households at imminent or immediate risk of homelessness
- A standard Referral Summary should be given to the household

At minimum, for households who are literally homeless, the following steps must be taken:

- Assessment is offered to the household, or a referral or warm hand-off is made to all Access Points for which their household type is served and at which they can participate in Assessment, in the region of their choice. These Access Points include Housing Workshops, Housing Resource Centers, and Outreach.
- A standard Referral Summary should be given to the household

In addition, every effort should be made to provide up-to-date referral information to all households in crisis regarding services and programs that are available throughout the County including the broad range of health, housing, and human services available in Alameda County. These may include seasonal shelters, domestic violence shelters, legal services, case management services, financial support, and/or affordable housing programs that are not specifically matched to through Coordinated Entry process

A standard Referral Summary should be given to the household to document referrals.

6.2.3 COORDINATED ENTRY ASSESSMENT

The Coordinated Entry Assessment is the standard and comprehensive assessment tool used to assess and prioritize literally homeless households for homeless services and housing programs in Alameda County. For households unable to keep or find housing through Housing Problem Solving and who are literally homeless, the standard Coordinated Entry Assessment must be conducted.

6.2.3.1 Certified Assessors

Any person who administers Alameda County's Coordinated Entry Assessment must receive approval, certification, and annual training from EveryOne Home or a designated training entity. The purpose of certification and training is to provide all staff administering assessments with access to information, materials, and standard tools by which assessments are to be conducted with fidelity to the Alameda County Coordinated Entry process

Certified Assessors should be staff or subcontractors of Housing Resource Centers or specifically identified Outreach teams. When necessary to facilitate access or improve quality of information gathered through assessment or to remove population-specific barriers to accessing the Coordinated Entry Process and to account for the different needs, vulnerabilities, and risk factors of identified subpopulations, other designated staff or organizations may be certified to conduct assessments. Resource Zone Coordinators are responsible for coordinating Certified Assessors and assessment activities and for ensuring activities are in accordance with Coordinated Entry standards, policies, and procedures.

All CE Assessments must be conducted by Certified Assessors and they must use the standard process, tools and forms included in the Coordinated Entry Access Packet or HMIS.

6.2.3.2 Universal ROI

The Universal Release of Information documents or verifies permission to collect and share household information. The ROI must be explained and consented to by any new client prior to collecting any client information. For returning clients, staff must ensure that the Universal ROI is current and remedy any expired ROIs at each contact with the household.

6.2.3.3 Client Profile

The Client Profile is used to identify the individual or head of household seeking assistance and to gather basic household, demographic, and contact information. Client Profile information should be reviewed and verified with the client during each contact.

At minimum, client contact information must be verified and/or updated at each contact.

6.2.3.4 Coordinated Entry Assessment

The Coordinated Entry Assessment documents the individual or family's current housing situation, housing history, barriers to housing, as well as, vulnerabilities and assets that may impact their ability to get and stay housed. In addition to providing the information necessary for prioritization, eligibility, and matching, the Coordinated Entry Assessment should also be used to understand the specific needs of the individual or family and to make targeted, immediate, and on-going referrals.

Households must be assessed by Certified Assessors using the standard Coordinated Entry Assessment in the Coordinated Entry Access Packet or HMIS.

6.2.3.5 Referral

The Coordinated Entry Assessment is completed by summarizing the steps that were taken in the conversation and any immediate action steps identified by the household, providing targeted referrals to resources that support the action steps and, if necessary, connecting the household to the next part of the Coordinated Entry process.

At minimum, upon completion of the Assessment, the following steps must be taken:

- The household is assigned to a Resource Zone
- The household is referred to an appropriate Housing Resource Center of their choice for follow-up
- A standard Referral Summary should be given to the household

In addition, every effort should be made to provide up-to-date referral information to all households in crisis regarding the Referred Services and Housing Programs that are available throughout the County. Referred Services and Housing Programs include the broad range of health and human services available in Alameda County and may include seasonal shelters, domestic violence shelters, legal services, case management services, financial support, and/or affordable housing programs that are not specifically matched to through Coordinated Entry process.

6.2.3.6 TBD: Right to Refuse Information

6.2.4 STAYING IN TOUCH

All homeless households who have been assessed with the Coordinated Entry Assessment are included in the countywide By Name List, assigned a Resource Zone, and referred to a Housing Resource Center of their choice. Resource Zone Coordinators are responsible for ensuring that the homeless households on the By Name List are actively outreached to and have the ability to easily access and maintain a helping relationship with the Housing Resource Center of their choice.

6.2.5 GIVING A CLEAR MESSAGE

All clients who are assessed should be provided with the following information describing the next steps of the Coordinated Entry process and how to stay in touch with their Housing Resource Center:

- Standard Coordinated Entry marketing materials
- Housing Resource Center hours of operation, walk-in hours, and telephone numbers
- Info on how to update their contact information
- Info on how to update their assessment information
- Info about the prioritization process
- Info about the matching process
- A clear message that due to the limited resources available compared to the number of people who need them, most households who are assessed will not be prioritized for a housing service or program, and even those who are highest need may need to wait a period of time.

6.2.6 UPDATING CLIENT INFORMATION

Households should be encouraged to stay in touch frequently and to update their information as often as needed. It is particularly important to update client contact information regularly and to update any change in circumstances may impact a household's prioritization or eligibility for services or housing programs. Assessment information must be updated by a Certified Assessor and Coordinated Entry Assessments should be updated if:

- The household has a significant or life changing event with the potential to impact the household's prioritization
- New and relevant information is reported by household or verified by 3rd party

New assessment information can be verified by:

- Case notes by HRC staff
- An external form on agency letterhead accompanied with an ROI from an agency with permissions to share private information and either form listed below:
 - A revised or new paper assessment, or
 - An internal form completed by HRC staff

6.2.7 TRANSFERRING BETWEEN RESOURCE ZONES/HOUSING RESOURCE CENTERS

Transfers are necessary to ensure that the Coordinated Entry system covers the entire geography of the Alameda County and that households can be served by HRCs and Resource Zones in a fair, consistent, and client-centered manner.

- A household cannot be assigned to multiple zones or served by multiple HRCs at the same time unless agreed upon by both HRCs. Similar services cannot be provided concurrently by multiple HRCs to one household.
- Zone/HRC transfers should occur if either the client or HRC requests a transfer for the following reasons:
 - Household's composition or characteristics change (family, single, TAY) and an alternate Resource Zone would better serve the household
 - Household moves permanently from one region to another, or to where they are predominately staying or receiving services
 - A transfer is necessary to ensure safety of any member of the household
 - A transfer is necessary as part a reasonable accommodation request
- Transfers should be considered on a case-by-case basis, and every reasonable effort should be made by staff to inform the household of the possibilities and implications of the transfer and support the transfer process.
- The following specific procedures should be taken to ensure a successful transfer of services:
 - The transfer process is initiated by the HRC at which the client is currently receiving services. If a client presents at another HRC and expresses the desire to access services there, the new HRC may initiate a transfer by contacting the current HRC.
 - Current HRC Manager completes a transfer form and sends to Manager of new HRC.
 - New HRC Manager reviews form and approves.
 - Managers and/or staff directly serving the client from both HRCs create a transfer plan with client to ensure that the client is successfully transferred. Ultimate responsibility for the warm-hand off is that of the current HRC.
 - If the transfer requires the household to be transferred out of their assigned Resource Zone, the new HRC staff/manager changes the Resource Zone assignment in HMIS by updating the client's Coordinated Entry Assessment.
 - For AC3 billing, the current HRC is allowed to bill for the overlap month and the subsequent month would be transferred to new HRC.

6.2.8 TBD: Procedures for Persons Fleeing Domestic Violence or Seeking Victim Services and for Veterans

7 STANDARDS FOR COORDINATED ENTRY PRIORITIZATION

7.1 PRIORITIZATION

Prioritization is the process by which a community determines one household's level of need relative to all other households experiencing homelessness. Prioritization policies must be documented, publicly available and applied consistently throughout the County for all populations. The Coordinated Entry process must, to the maximum extent feasible, ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability. Alameda County uses different prioritization processes for

people who are literally homeless and those who are at-risk of homelessness. The Coordinated Entry prioritization policies are established by EveryOne Home with input from all community stakeholders.

7.2 PRIORITIZATION OF LITERALLY HOMELESS HOUSEHOLDS

7.2.1 PRIORITIZATION FACTORS USED FOR LITERALLY HOMELESS HOUSEHOLDS

Alameda County has established a set of prioritization factors to be used as the basis of prioritization of literally homeless households for services and housing programs. The factors considered in prioritization are:

Prioritization Factors	
Household Characteristics	<ul style="list-style-type: none"> ▪ Children aged 5 or under ▪ Seniors ▪ Larger households ▪ Pregnant household member ▪ Youth head of household aged 18-24
Homeless History	<ul style="list-style-type: none"> ▪ Unsheltered ▪ In emergency shelter ▪ Episodes of homelessness ▪ Length of time homeless
Housing Barriers	<ul style="list-style-type: none"> ▪ Time since last held a lease ▪ History of eviction ▪ History of incarceration/law enforcement involvement ▪ Income
Vulnerability	<ul style="list-style-type: none"> ▪ Emergency service utilization ▪ Functional impairment/disability ▪ Life-threatening illnesses or acute medical conditions ▪ Unsafe or risky survival strategies ▪ Households whose members have run away from home ▪ Chronic homelessness

7.2.2 COUNTYWIDE BY-NAME LIST

The Countywide By-Name List is intended to be an up-to-date list of people who are literally homeless that allows the Housing Crisis Response System to know each person by name and facilitate decisions around how best to refer them to housing resources. Households at-risk of homelessness are not included on, nor prioritized for services, using the Countywide By Name List

7.2.3 MANAGEMENT OF THE COUNTYWIDE BY-NAME LIST

The Countywide By-Name List is centrally managed by EveryOne Home, maintained in HMIS, and governed by all applicable privacy and security policies. EveryOne Home, Resource Zone Coordinators, and designated Matchers must work in close collaboration to ensure effective management of the By-Name List and application of uniform standards. All information gathered or exchanged through any part

of the process of prioritization, including assessment, By Name List management and case conferencing, is subject to HMIS data privacy and security protections.

7.2.3.1 Scoring & Ranking

The By-Name List includes, and ranks in order of priority, all literally homeless households who have been assessed using the Coordinated Entry Assessment.

Once the responses to the Coordinated Entry Assessment are entered into HMIS, the CE Assessment is scored using a standard scoring method. The scoring method gives higher scores to households based on the prioritization factors including household characteristics, the greatest number of vulnerabilities, longer histories of homelessness, and significant housing barriers.

Households are then ranked according to the assessment score, relative to other households, on the By Name List. Ranking of the By-Name List is dynamic, meaning a person's position on the list may change due to their circumstances or the circumstances of others.

While the Coordinated Entry Assessment must be used as the basis of prioritization on the By Name List, the information gathered might not produce the entire body of information necessary to determine a household's prioritization, either because of the nature of self-reporting, withheld information, or circumstances outside the scope of assessment questions address one or more of the prioritization factors. For these reasons, additional information may be provided through case conferencing, 3rd party verification, and other methods of updating assessment information outlined in this manual.

Only information relevant to the prioritization factors may be used to for prioritization.

7.2.3.2 Non-disclosure of Score or Rank

Due to dynamic prioritization and the complex layering of eligibility and preferences, an individual's assessment score or rank on the By-Name List is not a definitive indication of whether or not that household will receive services or housing in a given time frame. For this reason, all staff who have access to a household's score or current rank on the list, must not disclose either to the household. Instead households must be offered any immediately available referrals and informed if they are matched to a service or housing programs.

7.2.3.3 Status on the By-Name List

The By-Name List is updated according to standard protocols in order to fairly and effectively offer services and housing programs to households in a timely manner. The following procedures must be used to determine if a household's status on the By Name List:

Households are included on the By Name List if they are literally homeless in Alameda County. If the household is no longer homeless or no longer living in Alameda County, they will be removed from the By Name List. Only the following events will result in a household's removal from the By Name List:

- A documented exit to permanent housing;
- A documented move out of county;
- A documented move to an institutional setting where they will be residing for more than 90 days;
- They are deceased.

Households must be changed to "inactive" on the By Name List if:

- Staff have made 5 unsuccessful attempts to outreach them for service enrollment and/or a resource referral.
- Outreach attempts are documented in HMIS with case notes explaining outreach effort.

Marking a client or household “inactive” on the By Name List does not remove them from the list, nor does it render them ineligible for future referrals or services. If a household who has previously been labeled “inactive” makes contact again, they retain their assessment score prior to becoming inactive unless an assessment update is warranted. In the event an assessment update is warranted, it will be performed in accordance with current assessment update policies.

7.2.4 BY NAME LIST CASE CONFERENCING

Case conferences using the By Name List allow teams to focus resources, actively contribute to discussions, and work in an interdependent manner with the goal of housing the highest priority households. Case conferencing is also used to gather up-to-date information in order to fairly and accurately prioritize households. Resource Zone Coordinators are responsible for ensuring that case conferences operate using the following standards of practice:

7.2.4.1 Convening

Resource Zone Coordinators are responsible for ensuring that Case Conferences are held and that the necessary agencies, organizations, and service providers participate. If necessary to ensure participation, a Resource Zone Coordinator could determine or seek support from another entity with convening power or authority. Conveners may include EveryOne Home, County government agencies, City government agencies, elected officials or trusted service providers. This also may include funders making Case Conference participation required by contract.

Resource Zones Coordinators should convene Case Conferences, at minimum, one time per month, and best practice would be bi-weekly. Resource Zone Coordinators may convene Case Conferences focused on a specific sub-population (families, chronic homeless, etc) or resource (PSH, shelter, etc) if necessary, however sub populations and specific resource matchers should be included in the primary Case Conference for the zone. For example, domestic violence providers, veteran service providers, and countywide zone coordinator/matchers should attend the primary Case Conference, in addition to any subpopulation meeting.

7.2.4.2 Staffing

The Case Conference should be staffed and facilitated by the Resource Zone’s Matcher or other designated staff. One person with sufficient knowledge of the system and of client cases should facilitate. Staff with data entry capability should be on hand to perform HMIS updates and document case notes in real-time.

The countywide Zone Coordinator and/or Matchers should be in attendance for each zone case conference in order to coordinate matching to countywide resources such as permanent supportive housing, tenancy sustaining services, etc.

EveryOne Home staff should be in attendance to represent countywide system performance and analysis, manage countywide by name list issues, and support cross-zone communication and coordination.

7.2.4.3 Representing Organizations

Each Resource Zone should determine which organizations/zones should be represented in Case Conferences based on who serves the people for that zone. This may be a mix of agencies providing shelter, TH, housing navigation, outreach, and drop-in/ancillary services, and at a minimum those agencies participating in Coordinated Entry matching.

Resource Zones should work with stakeholders to determine which specific staff should be present at Case Conferences. Ideal attendees are those who have in-depth knowledge about the status, needs and preferences of each person being reviewed and who are also able to make decisions regarding provision of shelter, services or housing assistance. This may be a program director, program manager, coordinator, housing specialist or case manager. There should be at least one attendee from each organization.

Representatives should participate in all of their agencies' cases, specifically describing who works with each client, where each client is in the housing process, and what issues or barriers they are encountering.

7.2.4.4 Meeting Structure and Agendas

Structure and agenda of the Case Conferences may change and should be responsive to the shifting needs of a region's homeless population and available resources at any time.

All efforts should be made to structure agendas and provide remote technology to support effective, efficient, and broad participation of key providers and stakeholders. For example, by structuring the first section of each meeting to deal with issues of a sub population or providing a teleconference number or screen sharing.

Case Conference agendas should be standardized, simple, and to the point. The primary focus of case conference meetings are the individuals who are being discussed.

7.2.4.5 Privacy

Participants in case conferences should, at minimum, be included in the list of participating agencies covered by the Alameda County HMIS Universal Release of Information and agree to follow all other applicable privacy and security standards.

7.2.4.6 Suggested Best Practices

Other suggested best practices for case conferencing may include:

- Focus on highest-needs: With limited time, it is important to keep the primary focus on reviewing the most vulnerable people on the by-name list and/or those with greatest barriers to shelter and rapid placement in permanent housing.
- Standard Agenda: A standard agenda may include the following suggested items and topics:
 - Welcome & Introductions
 - Key System Updates: Be sure to keep these brief and include any critical system indicators, such as average length of time for all persons to access housing.
 - Case Conferencing: Person-specific updates and discussion.
 - Follow Up Items: General follow-up or action items identified during the meeting.
- Client-Level Review: Consider creating a standard set of elements to review for each person so providers can be prepared to effectively discuss cases. Below are suggested elements to review

- Current status: For example: active in shelter, active unsheltered, missing and whether that status has changed since the last case conference review
- Person Preferences: Housing plans and next steps should be guided by the person's preferences.
- Critical Housing Placement Barriers: Review and problem-solve any barriers to housing placement, including but not limited to mainstream benefits, healthcare, and document collection
- Critical Service Barriers: Review and problem-solve any challenges to connecting persons to critical services, including evaluating the possible use of flexible funding for Housing Problem Solving
- Current Safety: To the extent possible, ensuring any unsheltered person has a relatively safe place to stay tonight and in near term.
- Next Steps Identify any immediate or critical action items related to the person, including roles and timelines.
- Participating Agencies: Due to HIPAA and other privacy issues, participating agencies should agree to values and standards consistent with the system, as developed by the Committee at a later date.

7.3 TBD: PRIORITIZATION OF HOUSEHOLDS AT-RISK OF HOMELESSNESS

7.4 NON-DISCRIMINATION IN PRIORITIZATION

Information from the assessment may not be used, nor is the Coordinated Entry Assessment designed to allow, prioritization of households for housing and services on a protected basis, such as on the basis of a diagnosis or particular disability. Prioritization based on information gathered through the Coordinated Entry Assessment also does not discriminate based on race, color, religion, national origin, sex, age, familial status, disability, type or amount of disability or disability-related services or supports required, nor actual or perceived sexual orientation, gender identity, or marital status.

8 STANDARDS FOR COORDINATED ENTRY MATCHING

Matching is the step of Coordinated Entry by which designated services and housing programs are offered to households on the Countywide By Name List in order of highest priority. Services and housing programs that are not matched to through Coordinated Entry do not use the Countywide By Name List and are not governed by standards for matching. However, they may have specific referral processes, eligibility requirements, and methods for targeting resources to the people who need them.

8.1 DEFINITIONS FOR MATCHING

8.1.1 ELIGIBILITY

Eligibility refers to the criteria that clients must meet to receive services. These criteria are set by funding source or policy makers and should be documented clearly as part of the funding, contracts, and policies. Eligibility criteria cannot violate laws such as Fair Housing or the Americans with Disabilities Act.

- Example: Funder A funds shelter beds for disabled people experiencing homelessness. Having a disability is an eligibility criterium for beds funded by Funder A.
- Example: Households must be literally homeless (HUD Category 1 or 4) in order to be assessed, added to the countywide By Name List, and matched to services and housing programs.

8.1.2 PREFERENCES

Preferences refer to criteria that, if met, would result in clients receiving preference to receive the resource over clients who do not meet that criteria. Funders, policy makers and service providers may set preferences. Preferences may not prevent a unit of service from being filled if there is no one who fulfills the preference criteria. In cases where there are no eligible clients who also fit the preference criteria, the unit will be filled by an eligible client who does not fit the preference criteria.

- Example: Funder A funds housing for disabled people experiencing homelessness. They have an additional preference for people from Hayward. Because this is a preference, and not an eligibility, if a disabled person from Hayward cannot be located to fill the vacancy within a certain amount of time, then another disabled person would be offered the unit. However, the intention is that available unit would go to a person from Hayward first, before being offered to others who are not from Hayward.

8.1.3 PRIORITIZATION

Prioritization refers to the criteria used to rank clients on the By Name List. In Alameda County's Coordinated Entry process, a client's prioritization score is the main determinant of their place in the overall By Name List. Ranking is determined based on the score of the client's Coordinated Entry Assessment relative to other clients' scores. Prioritization is dynamic, and the ranking of clients changes as either their circumstances change, as new clients are assessed and added to the By Name List, or as others become inactive on the list. In the current matching process, once eligibility and preferences filters are considered, the person with the highest prioritization will be selected to receive the service being matched.

9 MATCHING TO HOMELESSNESS PREVENTION SERVICES

Alameda County offers a variety of Homelessness Prevention Services including legal services, eviction and foreclosure prevention, and financial assistance. Only Homelessness Prevention programs funded by Emergency Solutions Grant are required to use the Coordinated Entry process. Households interested in Homelessness Prevention Services should start by calling 2-1-1.

9.1 HOMELESSNESS PREVENTION SERVICES FUNDED BY ESG

9.1.1 MATCHING PROCESS

Homelessness Prevention programs funded by Emergency Solutions Grant are required to allocate homelessness prevention resources using the Coordinated Entry process. The Emergency Solutions Grant Rapid Rehousing and Prevention Assistance Policies and Procedures Manual can be found at: <http://everyonehome.org/wp-content/uploads/2016/02/ESG-Manual-Version1-1-FINAL-02062013-2-1.pdf>

10 TBD: MATCHING TO HOUSING NAVIGATION

11 MATCHING TO EMERGENCY SHELTER

Alameda County offers a variety of emergency shelters including Year-Round Emergency Shelter, Navigation Centers, Community Cabins, Seasonal Shelters, Domestic Violence Shelters, Veteran Shelters, Behavioral Health Shelter, Medical Respite, and other shelter not publicly-funded. Year-round, county-funded emergency shelters are required to fill shelter beds using the Coordinated Entry process. Any household interested in a bed in a year-round, county-funded emergency shelter should start the Coordinated Entry process by calling 2-1-1 or going to a Housing Resource Center.

Other Emergency Shelters are not governed by a standard set of policies and procedures and do not use the Coordinated Entry process to fill their shelter beds. They have a variety of referral processes. Any household interested in a bed in other emergency shelters should call 2-1-1.

11.1 COUNTY-FUNDED YEAR-ROUND EMERGENCY SHELTERS

11.1.1 MATCHING PROCESS

Year-Round Emergency Shelters are matched using the Coordinated Entry process as outlined in the [Alameda County Emergency Shelter Standards for Year-Round Shelter](#) as a requirement of county funding. The written standards can be found at: http://www.acbhcs.org/href/files/Shelter_Standards_for_Year_Round_Shelters.pdf

11.1.2 MATCHING ENTITY

Local Resource Zone Coordinators are responsible for matching to year-round emergency shelter.

11.1.3 MINIMUM ELIGIBILITY

To be eligible for a Year-Round Emergency Shelter bed, clients must be:

- Literally Homeless (HUD Definition, Category 1 or 4)
 - Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional

- housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- o Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks to obtain other permanent housing
- And currently resides in Alameda County and is on the Countywide By Name List

Individual shelter programs may have additional eligibility criteria if allowed by the Year-Round Shelter Standards.

11.1.4 PREFERENCES

In addition, Resource Zone Coordinators will use the following preferences when matching:

- Preference 1: Geographic preference within region of Resource Zone and household has a Housing Navigator
- Preference 2: Geographic preference within region of Resource Zone

11.1.5 PRIORITIZATION

After eligibility and preferences, households will be matched to year-round shelter based on score and rank to the greatest extent possible. To maintain the principle of serving those with the highest needs, Resource Zones may still focus efforts on those with the highest prioritization scores among clients who fit preferences, though it is not required. Resource Zones may set threshold scores for matching to emergency shelters, though it is not required.

11.1.6 DENIAL OF ADMISSION

Any household matched to year-round emergency shelter through Coordinated Entry can only be denied admission for reasons outlined in the Emergency Shelter Standards for Year-Round Shelters. In addition, if shelter is denied, the shelter operator must inform the Resource Zone Coordinator immediately, so that the household may be matched to another available resource.

12 MATCHING TO PERMANENT SUPPORTIVE HOUSING

12.1 Permanent Supportive Housing

12.1.1 MATCHING PROCESS

All Permanent Supportive Housing in Alameda County is matched using the Coordinated Entry process.

12.1.2 MATCHING ENTITY

Home Stretch is countywide Resource Zone responsible for matching to Permanent Supportive Housing.

12.1.3 MINIMUM ELIGIBILITY

- Literally Homeless (HUD Definition, Category 1 or 4)
 - Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning.
 - (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
 - (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
 - Any individual or family who:
 - (iv) Is fleeing, or is attempting to flee, domestic violence
 - (v) Has no other residence; and
 - (vi) Lacks the resources or support networks to obtain other permanent housing
- And disabled
 - The head of household has a disabling health condition(s) that is expected to be of long-continued and indefinite duration and substantially impedes the persons' ability to live independently, such as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability.
- And over 18 or emancipated youth
And currently resides in Alameda County and is on the Countywide By Name List

12.1.4 PREFERENCES

In addition, Home Stretch will use the following preferences when matching:

- Preference 1: Non-VA Eligible Veteran and Geographic preference within region of Resource Zone
- Preference 2: Geographic preference within region of Resource Zone

12.1.5 PRIORITIZATION

After screening for eligibility and preferences, households will be matched to Permanent Supportive Housing based on their score and rank on the Countywide By Name List

13 MATCHING TO RAPID REHOUSING

13.1 BOOMERANG RAPID REHOUSING

Policies and procedures for matching to Boomerang Rapid Rehousing are outlined in the Guidelines for Using Boomerang Rapid Rehousing Funds.

13.1.1 MATCHING PROCESS

Boomerang Rapid Rehousing slots are matched using the Coordinated Entry process.

13.1.2 MATCHING ENTITY

Local Resource Zone Coordinators are responsible for matching households in their zone to Boomerang Rapid Rehousing.

13.1.3 MINIMUM ELIGIBILITY

To be eligible for Boomerang Rapid Rehousing, clients must be:

- Literally Homeless (HUD Definition, Category 1 or 4)
 - Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
 - (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
 - Any individual or family who:
 - (vii) Is fleeing, or is attempting to flee, domestic violence
 - (viii) Has no other residence; and
 - (ix) Lacks the resources or support networks to obtain other permanent housing
- And currently reside in Alameda County and is on the Countywide By Name List
- And have an assigned HRC Housing Navigator or a non-HRC Qualified Case Manager

13.1.4 ADDITIONAL ELIGIBILITY

- Income level of 30% AMI or below at entry into the program.
- Clients with no income are still eligible for RRH provided the housing stability plan shows a path to obtain income or a method to pay for housing long-term quickly.
- No other source of RRH available for the client's specific population (ex: Housing Navigators will assist their clients to access RRH targeted towards youth, families, people on probation, and veterans before using this source of funds).
- Has a housing stability plan, approved by the HRC Manager, that shows a realistic path towards taking over rental payments within 12 months
- Willing to work with a housing navigator on the housing stability plan

13.1.5 PREFERENCES

In addition, Resource Zone Coordinators will use the following preferences when matching:

- Preference 1: Geographic preference within Resource Zone

13.1.6 PRIORITIZATION

After eligibility and preferences, households will be matched to Boomerang Rapid Rehousing according to their score and rank on the Countywide By Name List.

13.1.7 ADDITIONAL STEPS FOR BEING MATCHED TO RRH

- Boomerang-funded Rapid Rehousing can be offered to literally homeless clients who have received a Coordinated Entry Assessment and who have an assigned HRC Housing Navigator or a non-HRC Qualified Case Manager.
- If they do not have an HRC Housing Navigator, a non-HRC Qualified Case Manager must be identified by the HRC.
- Prior to being approved for a RRH slot, the client and Housing Navigator or Qualified Case Manager must talk about realistic housing options given the client's ability to pay for housing long-term. This assessment includes the client's prior work history and is not based on current behaviors.
- The Housing Navigator or Qualified Case Manager and client must create a written housing stability plan that outlines a reasonable path towards the client taking over his/her own rent in 9 months. Plans must include measurable goals and objectives and include realistic housing options such as increasing income (including for people on SSI) or ability to pay for housing long-term, utilizing shared housing, and moving to a community where rents are more affordable. Plans must include the maximum amount of rent that the client feels they will be able to take on in the future.
- The Housing Navigator or Qualified Case Manager must submit the housing stability plan for approval to the HRC manager. The HRC manager must review the plan to ensure that it includes detailed, realistic steps for moving towards independent housing and that the maximum rent amount is realistic given the clients current and potential future income.
- Once the HRC Manager approves the housing stability plan, the client is officially matched to the RRH intervention and can begin a housing search.

13.1.8 QUALIFIED CASE MANAGERS

- Qualified Case Managers must be approved by the HRC Manager
- A Qualified Case Manager is defined as staff of a case management program that provides housing-related case management and that can provide specific RRH case management services including:
 - Case Managers must actively work on the required housing plan
 - Case Managers must be able to provide services to clients in their homes and community settings
 - Case Managers must be able to provide regular support services at a frequency appropriate to the client
 - Case Managers and/or the case management program must agree to collaborate and share information with HRC staff for on-going care coordination and funding requirements
 - Case Managers may provide, but are not required to provide, housing search services.
 - Examples of programs that may be Qualified Case Managers are Full Service Partnerships, Health Homes/CBCMEs, or MSSP – Multipurpose Senior Services Program

13.1.9 ADDITIONAL PROGRAM REQUIREMENTS

13.1.9.1 Administration by HRCs

- HRCs must conduct subsidy administration including completion of the housing paperwork and ensuring habitability.

- HRCs must assign an HRC Housing Navigator or identify and coordinate with a non-HRC Qualified Case Manager
- HRCs may elect to add an RRH Case Manager using Boomerang funds dedicated to RRH, if funding permits, mutually agreed upon by funder and operator, and if codified in writing allowing it contractually.
- HRCs are responsible for HMIS data entry, including any data that needs to be gathered from Qualified Case Managers
- If the Qualified Case Manager does not offer housing search assistance, HRCs may provide housing search services

13.1.9.2 Length of assistance

- Assistance will be provided for up to 12 months.
- Any extensions to be approved by HRC Manager.

13.1.9.3 Allowable Rent

- Will use a rent reasonableness standard but more importantly will use a client reasonableness standard.

13.1.9.4 Habitability

- HRCs must ensure the habitability of any unit subsidized through Boomerang funded RRH.
- HQS inspection prior to move in is the best practice standard for this funding source. However, a Housing Navigator may use a habitability standard in cases where HQS is not reasonable (ex: some shared housing situations).
- The HRC Manager must approve use of habitability standard instead of HQS and the reason must be documented in the client case file.

13.1.9.5 Eligible costs

- Rental deposits (up to 2 times the rent), Utility deposits, Rent
- Late fees are not an eligible expense

13.1.9.6 Rental Assistance Amounts

- Clients must agree (by signing the participant agreement) to contribute to their rent on the following schedule:
 - Months 1-3: client pays 25% of rent
 - Months 4-6: client pays 40% rent
 - Months 7-9: client pays 60% of rent
 - Months 10-12: client pays 75% of rent
- Depending on a client's situation they may be able to move towards 100% of the rent on a faster schedule. Any exceptions to the payment schedule which result in less rent being paid must be discussed with the Housing Navigator or Qualified Case Manager and a clear plan for getting back to the payment schedule as quickly as possible must be documented. This written exception request must be approved in advance by the HRC Manager.

13.1.9.7 Client Expectations

- Meet with Housing Navigator or Qualified Case Manager a minimum of 2 times per month (once housed, 1 of those meetings must be in unit) - **required**

- Sign and follow the participant agreement – **required**
- Contribute to the rent on the agreed schedule- **required (note: schedule can be changed with HRC Manager approval)**
- Work on increasing income or enhancing ability to pay for housing long-term
- Willing to consider shared housing or moving to more affordable community

13.1.9.8 Reassessments

- Clients will be approved for RRH in 3 month intervals.
- Housing Navigators or Qualified Case Managers will conduct formal assessments every three months (in month 3 and month 6) to ensure that clients are on track to take over full payment of their rent.
- The HRC Manager will review all reassessments and approve services for another 3 months.

13.1.9.9 Services after rental assistance ends

- After rental assistance ends client may receive up to 3 months of on-going Housing Navigation. This timeframe may be extended depending on a client's needs.

13.1.9.10 Client's refusal of services

- Clients retain the right to opt out of services at any time.
While participating in the RRH program, if a client is offered a permanent supportive housing (PSH) unit, they will have the right to refuse in accordance with standard policies in effect.

14 UNIVERSAL ACCESS

The Housing Crisis Response System operates using client-centered, accessible, and confidential practices in order to assist anyone experiencing a housing crisis in a timely, professional, and respectful manner. The following policies are intended to make clear certain rights and responsibilities of clients, staff, organizations, and funding agencies in supporting universal access to, and non-discrimination within, the Housing Crisis Response System in Alameda County.

14.1 HOUSING FIRST, HIGH-NEED & LOW-BARRIER

In order to ensure that the Housing Crisis Response System helps in a fair and standard way, and reaches the people who need assistance the most, the following standards must be followed:

- The Housing Crisis Response System and the Coordinated Entry process must ensure that people with more severe service needs and levels of vulnerability are prioritized for housing and homeless assistance before those with less severe service needs and lower levels of vulnerability.
- Emergency services—including all domestic violence and emergency services hotlines, drop-in service programs, emergency shelters, domestic violence shelters and other short-term crisis residential programs—must operate with as few barriers to entry as possible. Additionally, persons must be able to access emergency services independent of the operating hours of the coordinated entry's intake and assessment processes.
- All programs in the Housing Crisis Response System funded by federal, state, or local funds are prohibited from screening people out of the Coordinated Entry process, services, and housing

programs due to perceived barriers related to housing or services. Perceived barriers may include: too little or no income, active or history of substance use, domestic violence history, resistance to receiving services, the type or extent of disability-related services or supports that are needed, history of evictions or poor credit, lease violations or history of not being a leaseholder, or criminal record. Exceptions are made for state or local restrictions that prevent projects from serving people with certain convictions.

14.2 AFFIRMATIVE MARKETING

The Coordinated Entry process, and the housing and services that can be accessed through that process, must be widely marketed and advertised to ensure that anyone experiencing homelessness in Alameda County has fair and equal access.

- EveryOne Home, on behalf of the Alameda County Continuum of Care, must publish, distribute, and regularly update standard marketing materials that clearly and accessibly explain how anyone experiencing homelessness in Alameda County can access the Coordinated Entry process for use by participating agencies.
- Any program, organization, or agency participating in Coordinated Entry or the Housing Crisis Response System must affirmatively market their Coordinated Entry, housing programs, and supportive services to all eligible persons and maintain records of those marketing activities.

Marketing materials must:

- Advertise to all people in different populations and subpopulations in Alameda County, including people experiencing chronic homelessness, veterans, families with children, youth, and survivors of domestic violence, to ensure fair and equal access to the coordinated entry process, regardless of the location or method by which they access the system.
- Specifically target individuals and families who are least likely to apply in the absence of special outreach including eligible persons who experience barriers due to race, color, national origin, religion, sex, age, familial status, disability, sexual orientation, gender identity, marital status or Limited English Proficiency (LEP).
- Take reasonable steps to ensure the coordinated entry process can be accessed by persons with Limited English Proficiency (LEP).
- Ensure effective communication with individuals with disabilities including providing appropriate auxiliary aids, services and accessible formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.

14.3 NON-DISCRIMINATION

All programs must adhere to all non-discrimination laws intended to ensure universal and equitable access to Coordinated Entry and the Housing Crisis Response System for all people experiencing homelessness in the County, regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual identity, or gender identity.

Recipients and subrecipients of CoC Program and ESG Program-funded projects must comply with the nondiscrimination and equal opportunity provisions of Federal civil rights laws as specified at 24 C.F.R. 5.105(a), including, but not limited to the following:

- Fair Housing Act prohibits discriminatory housing practices based on race, color, religion, sex, national origin, disability, or familial status;
- Section 504 of the Rehabilitation Act prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin under any program or activity receiving Federal financial assistance; and
- Title II of the Americans with Disabilities Act prohibits public entities, which includes state and local governments, and special purpose districts, from discriminating against individuals with disabilities in all their services, programs, and activities, which include housing, and housing-related services such as housing search and referral assistance.
- Title III of the Americans with Disabilities Act prohibits private entities that own, lease, and operate places of public accommodation, which include shelters, social service establishments, and other public accommodations providing housing, from discriminating on the basis of disability.
- HUD's Equal Access Rule at 24 CFR 5.105(a)(2) prohibits discriminatory eligibility determinations in HUD-assisted or HUD-insured housing programs based on actual or perceived sexual orientation, gender identity, or marital status, including any projects funded by the CoC Program, ESG Program, and HOPWA Program.
- CoC Program interim rule also contains a fair housing provision at 24 CFR 578.93. For ESG, see 24 CFR 576.407(a) and (b), and for HOPWA, see 24 CFR 574.603.

14.4 REASONABLE ACCOMMODATION

Anyone seeking assistance from Coordinated Entry or the Housing Crisis Response System has the right to request a reasonable accommodation.

14.5 COORDINATED ENTRY CLIENT RIGHTS & EXPECTATIONS

Any organization participating in the administration or service delivery of Alameda County's Coordinated Entry process must inform clients of their Client Rights & Expectations. Client Rights & Expectation must be easily accessed, posted, and available upon request.

Anyone seeking assistance through Coordinated Entry, has the right to a process that:

- Is accessible, fair, and standard.
- Does not discriminate, and does not screen people out based on income, history of substance use or domestic violence, evictions, poor credit, poor housing history, and criminal records.
- Is accessible to individuals with disabilities and people who are least likely to access homeless assistance.
- Allows clients to choose and refuse housing and service options.
- Allows clients to consent to or refuse the collection, protection, and sharing of their private information.
- Makes reasonable efforts to provide the process in the client's language.
- Offers reasonable accommodations for variations to any part of the standard process.
- Allows clients to update their information as needed.
- Allows clients to file a grievance, non-discrimination complaint, or to appeal Coordinated Entry decisions.

In order for Coordinated Entry to provide the best service possible, anyone seeking assistance through Coordinated Entry, is asked to:

- Provide sufficient information for Coordinated Entry staff to be able to screen, assess, prioritize and refer appropriately.
- Update contact information regularly.
- Update assessment information when significant changes occur in their housing status, health condition, or family composition.
- Stay in touch with Coordinated Entry staff.
- Respond immediately to any offer of service or housing.
- Ask for support through the Coordinated Entry process if needed.

14.6 COORDINATED ENTRY GRIEVANCE POLICY

Alameda County's Coordinated Entry process is funded and administered by multiple government entities and conducted through a network of designated organizations and locations across the County. Any organization participating in the administration or service delivery of Alameda County's Coordinated Entry process must follow the system-wide Coordinated Entry Grievance Policy. Organizational grievance policies must incorporate the Coordinated Entry Grievance Policy, and procedures and forms must be easily accessed, posted, and available upon request.

The Coordinated Entry Grievance Policy covers all services provided as part of the Coordinated Entry process including:

- Safety Screening
- Housing Crisis Screening
- Housing Problem Solving
- CE Assessment
- Referral
- Matching

Standards to be used for all services included in the standard Coordinated Entry process are outlined in this manual.

14.6.1 COORDINATED ENTRY GRIEVANCE PROCEDURE

To the greatest extent possible, any problem or concern that is identified by a client regarding service provided during any part of the Coordinated Entry process should be resolved quickly, supportively, and professionally by the organization that is most directly involved with the client's experience.

If a client is dissatisfied with a service, decision, action or situation involving any part of Alameda County's Coordinated Entry process, as outlined above and detailed in the Housing Crisis Response System Manual, or if the person wishes to file a complaint against perceived unfair treatment, the following procedure should be followed

- The client can make a complaint by first following the complaint or grievance procedure of the organization or agency directly providing the service.

- Providers must acknowledge and initiate a response to the complaint according to the organization's established procedure.
- Providers, funding agencies, and EveryOne Home must collect and share aggregate data on the subject matter and resolution status of all Coordinated Entry grievances for the purpose of evaluation and quality improvement.

14.6.2 TBD: APPEAL PROCESS FOR COORDINATED ENTRY GRIEVANCE PROCEDURE

15 TBD: PRIVACY AND SECURITY STANDARDS

16 TBD: SYSTEM PERFORMANCE & EVALUATION

16.1 COORDINATED ENTRY COMPLIANCE REVIEW

Annually, EveryOne Home must complete a Coordinated Entry Compliance Review using the HUD Coordinated Entry Self-Assessment Tool. The review is conducted by EveryOne Home staff in consultation with stakeholders and submitted to the System Coordination Committee, HUD CoC Committee, and Coordinated Entry funders.

16.2 TBD: COMMUNITY ENGAGEMENT & PLANNING

17 HOUSING CRISIS RESPONSE SYSTEM TRAINING STANDARDS

17.1 CERTIFIED ASSESSOR TRAINING

EveryOne Home and/or a designated training entity must offer, at minimum, an annual training opportunity to participating staff at organizations that serve as Access Points or otherwise conduct the Coordinated Entry Assessment. Trainings may be in-person, a live or recorded online session, or a self-administered training.

EveryOne Home or the designated training entity must update and distribute training protocols, at minimum, annually. Training protocols must include written policies and procedures for following the standard Coordinated Entry Process, any adopted variations, requirements for prioritization, and the criteria for uniform decision-making and referrals to housing resources. Training must also include applicable privacy trainings.

City of Berkeley Case Management/Tenancy Sustaining Services Standards

City of Berkeley Case Management (Shelter Plus Care)/Tenancy Sustaining Services (TSS) must be delivered with a commitment to Housing First principles of non-judgmental compassion, harm reduction and client choice – with the goal of obtaining and maintaining housing.

Case Manager/Tenancy Sustaining Services (TSS) activities:

1. Assess client’s strengths and need for support and services in order to obtain and maintain housing, ie assistance with Life Skills, Conflict resolution/mediation.
2. Develop an individualized plan based on the strengths and needs identified and document the provision of services and referrals for services in individual client files.
3. Provide ongoing support and coordination in the following areas (as needed):
 - o Benefits Advocacy
 - o Representative Payee Services
 - o Health/Medical
 - o Mental Health
 - o Substance Use
 - o Employment/education
 - o Community/social building activities
 - o Landlord Mediation
4. Respond to crises or emergencies as needed. Work collaboratively with other service providers as necessary.
5. Support and assist client in preparing for their annual income recertification and Housing Quality Standard unit inspection.
6. Focus efforts that result in achieving Alameda County System Performance Targets for Permanent Supportive Housing Programs. (See Attached)

Role of Supervisor:

1. Provide case conferences and individual clinical supervision on a regular basis, at least monthly.
2. Oversee organization and completeness of client files.
3. Coordinate trainings and ensure all staff are trained.

Case Management (Shelter Plus Care)/Tenancy Sustaining Services (TSS)
Frequency of Service Provision*:
<p><u>Existing Tenants:</u> Minimum Frequency:</p> <ol style="list-style-type: none"> 1) Monthly in person contact with client; 2) Every 2 months in person meeting with client in unit; and 3) Every 2 months check in with landlord.
<p><u>New Enrollments:</u> New enrollments may require higher frequency of services (at least weekly) before and after housing placement. This includes the activities below:</p> <p style="text-align: center;">Before housing placement:</p> <ul style="list-style-type: none"> • At least weekly outreach and engagement to enroll client in Shelter Plus Care; and • At least weekly contact to support finding a unit.

City of Berkeley Case Management/Tenancy Sustaining Services Standards

After housing placement:

- Minimum weekly home visits for *at least* the first 90 days after the participant moves into the unit. Weekly visits should continue until the participant is stable.

Once stabilized:

- Monthly in person contact with client in home or office or in the community;
- Every 2 months in person meeting with client in their unit; and
- Every 2 months check in with landlord.

*All contacts and outreach efforts must be documented in client's file and HMIS, if Agency is an HMIS user.

Client Files must contain:

1. Initial intake
2. Eligibility Documentation, including income verification, disability verification, and homeless verification
3. Fee schedule (if applicable)
4. Release of Information forms (as applicable)
5. Agreement to participate in services
6. Initial assessment of client status and service needs
7. Individual Service Plan (ISP) or other document that specifies client goals, steps clients will take towards those goals, and support to be provided by the case manager. The ISP should be updated periodically as the client's goals changes or are updated.
8. Case Notes which reflect the client's work towards goal in the ISP, and actions taken to resolve any concerns that arise that may jeopardize client's housing.
9. Documentation of referrals made and follow-up.
10. Exit Documentation
11. Documentation of outcomes
12. Notice of Privacy and Grievance Policies

Training: Agency shall provide on-the-job or external training (at least 16 hours) for each case manager. Training may include:

1. Housing First
2. Motivational Interviewing
3. Harm Reduction Strategies
4. Home Visit Safety Training
5. Housing/Income Assessment/Strategies
6. Money Management & Budgeting Assessment/Strategies
7. AOD Assessments/Recovery Model and Harm Reduction Strategies
8. Mental Health First Aid
9. Cultural Competency
10. Documentation Training
11. Goal Planning
12. Privacy and Confidentiality (including HMIS training)
13. Public Benefits/Resources
14. Psycho-social Assessments

City of Berkeley Case Management/Tenancy Sustaining Services Standards

15. Co-occurring Disorders
16. Stress Management
17. Crisis Management
18. Domestic Violence
19. Role of Case Manager, Boundaries and Limit-setting
20. Engagement Strategies, Working with Resistance
21. Understanding the legal rights and responsibilities of landlords and tenants
22. Entering client data and services into HMIS (if relevant)

Screening Tools should include:

1. Basic client data, including income, insurance/benefits, current basic needs (food, clothing, etc.)
2. Assessment of client status, including the following elements:
 - Personal History and Current Situation
 - Housing History
 - Income and benefits received or needed
 - Life skills
 - Medical information and any prescribed medications
 - AOD history and current use
 - Psychosocial functioning and mental health status
 - Relationships and social support
 - Health education including nutrition
 - Current services received by client and primary contacts
 - Legal issues
 - Parenting skills and support (if relevant)

Client Exits: Agencies must have a policy and procedure in place for exiting clients from the program and recording those exits in the client file and HMIS.

City of Berkeley Case Management/Tenancy Sustaining Services Standards

Alameda County System Performance Targets		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	Observe
	Service Population: Proportion of chronically homeless individuals served during (HUD Element, APR Q5a)	Observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	Observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	Observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (APR Q18)	90%
With What Impact?	Are participants maintaining or increasing their income? (APR Q19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	78% (Inverse of the % of people with SSI at annual/assessment)
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	90%
	Are we keeping people housed for one year or longer? (APR Q22a1)	>95%
	Exits to Homelessness: What proportion of exits are to homeless destinations? (APR 23a&b)	<10%

City of Berkeley Case Management/Housing Navigation Services Standards

City of Berkeley Case Management/Housing Navigation (HN) services must be:

- 1) Delivered with a commitment to Housing First principles of non-judgmental compassion, harm reduction and client choice – with the goal of obtaining and maintaining housing.
- 2) Follow a Critical Time Intervention (CTI) approach with an emphasis on developing community supports that can be sustained after the navigation services end including.
- 3) Delivered until client is stable in housing and will assist with a warm hand-off to service providers post-housing to the extent necessary for clients to retain their housing.
- 4) Offered in a setting preferred by the client (office, public space, etc.)

Case Manager/Housing Navigators Services include:

1. Thorough assessment of the client's strengths, preferences and barriers to housing that results in the below support:
 - Creation of housing support plan;
 - Assistance in gathering documentation needed to apply for housing (I.D. Social Security Card, and other documentation as needed for Permanent Supportive Housing);
 - Assistance with housing search and application submissions;
 - Identification and securing of resources for one-time move-in expenses, including assisting with coordination of the move;
 - Establishing procedures and contacts to support housing retention in the community.
2. Develop an Individualized Service Plan (ISP) based on the strengths and needs identified and provide ongoing support and coordination in the following areas (as needed):

<ul style="list-style-type: none"> ○ Benefits Advocacy ○ Health/Medical ○ Mental Health ○ Substance Use 	<ul style="list-style-type: none"> ○ Employment/education ○ Community/social building activities
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3. Respond to crises or emergencies as needed. Work collaboratively with other service providers as necessary.

Role of Supervisor:

1. Provide case conferences and individual clinical supervision on a regular basis, at least monthly.
2. Oversee organization and completeness of client files.
3. Coordinate trainings and ensure all staff are trained.

Frequency of Service Provision*:**New Enrollments:**

New enrollments may require weekly outreach and engagement.

Once Housing Plan and ISP is complete and Housing documentation is on file:

A minimum of one in person case management session a month is required.

All contacts and outreach efforts must be documented in client's file and HMIS.

Client Files must contain:

1. Initial intake
2. Release of Information forms (as applicable)
3. Individual Service Plan (ISP) or other document that specifies client goals, steps clients will take towards those goals, and support to be provided by the case manager. The ISP should be updated periodically as the client's goals changes or are updated.
4. Case Notes which reflect the client's work towards goal in the ISP.
5. Documentation of referrals made and follow-up.
6. Notice of Privacy and Grievance Policies
7. Documentation that supports housing placements (applications, I.D. SSN card, income verification, homeless documentation)

Screening Tools should include:

1. Basic client data, including income, insurance/benefits, current basic needs (food, clothing, etc.)
2. Assessment of client status, including the following elements:
 - Personal History and Current Situation
 - Housing History
 - Income and benefits received or needed
 - Life skills
 - Medical information and any prescribed medications
 - AOD history and current use
 - Psychosocial functioning and mental health status
 - Relationships and social support
 - Health education including nutrition
 - Current services received by client and primary contacts
 - Legal issues
 - Parenting skills and support (if relevant)

Client Exits: Agencies must have a policy and procedure in place for exiting clients from the program and recording those exits in the client file and HMIS.

Training: Agency shall provide on-the-job or external training (at least 16 hours) for each case manager. Training may include:

1. Housing First
2. Motivational Interviewing

City of Berkeley Case Management/Housing Navigation Services Standards

3. Harm Reduction Strategies
4. Housing/Income Assessment/Strategies
5. Money Management & Budgeting Assessment/Strategies
6. AOD Assessments/Recovery Model and Harm Reduction Strategies
7. Mental Health First Aid
8. Cultural Competency
9. Documentation Training
10. Goal Planning
11. Privacy and Confidentiality (including HMIS training)
12. Public Benefits/Resources
13. Psycho-social Assessments
14. Co-occurring Disorders
15. Stress Management
16. Crisis Management
17. Domestic Violence
18. Role of Case Manager, Boundaries and Limit-setting
19. Engagement Strategies, Working with Resistance
20. Understanding the legal rights and responsibilities of landlords and tenants
21. Entering client data and services into HMIS (if relevant)

EXHIBIT B
FY21-22 Annualized BUDGET

Agency: Bay Area Community Services (BACS)
Agency Revenue and Expense.

List Funds by Source	Fiscal Year 2022 7/1/21-6/30/22
REVENUES	
City of Berkeley	\$6,490,613
State /County Funds:	
State Awards	\$19,505,519
HUD Passthroughs	\$385,169
County Awards	\$1,625,642
Federal:	
Mental Health	\$1,301,145
HUD	\$4,826,760
VA	\$1,080
Private/Foundations/Corporation Funds:	
Foundations	\$3,000,000
Agency Generated Revenue:	
Rent	\$2,500,000
TOTAL REVENUE	\$39,635,928
Dollar Value of COB In-Kind Contributions	\$500,000
Dollar Value of Non-COB In-Kind Contributions	\$360,000
Percent City of Berkeley (includes In-Kind)	17%
Percent Other Public	68%
Percent Private/Other	14%
EXPENDITURES	
Salaries and Benefits	\$18,500,000
Operating Expense	\$15,000,000
TOTAL EXPENDITURES	\$33,500,000
Fixed Asset Expenditures	\$20,000,000

EXHIBIT B
FY21-22 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: North County HRC / Housing Hub

Personnel Expense	Staff Name	Annualized		GF		CDBG		MEAS-P		U1		GF Carryover		ESG Carryover		Leveraged Funding		Total Program Budget	
		Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Director, Housing	Logan McDonnell	\$130,000	\$62.50	0%	\$0.00	20%	\$26,000.00	0%		0%		0%	\$0.00	0%		0%		20%	\$26,000.00
Program Manager	Brandy Jenkins-League	\$100,000	\$48.08	0%	\$0.00	25%	\$25,341.00	25%	\$24,659.00	0%		0%	\$0.00	0%		50%	\$50,000.00	100%	\$100,000.00
Outreach Coordinator 1	Raymond Brickhouse	\$54,080	\$26.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		0%		100%	\$54,080.00	100%	\$54,080.00
Outreach Coordinator 2	Fabiola Lima	\$54,080	\$26.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		0%		\$0.00	100%	\$54,080.00	100%	\$54,080.00	
Care Coordinator 1	Jeanette Rawlins	\$54,080	\$26.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$54,080.00	0%	\$0.00	0%		100%	\$54,080.00
Care Coordinator 2	Gregory Armstrong	\$54,080	\$26.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$54,080.00	0%	\$0.00	0%		100%	\$54,080.00
Care Coordinator 3	Corliss Dunn	\$54,080	\$26.00	0%	\$0.00	100%	\$54,080.00	0%		0%	\$0.00	0%	\$0.00	0%		0%	\$0.00	100%	\$54,080.00
Care Coordinator 4	Carleena Henderson	\$54,080	\$26.00	0%	\$0.00	50%	\$27,040.00	50%	\$27,040.00	0%	\$0.00	0%	\$0.00	0%		0%	\$0.00	100%	\$54,080.00
Clinical Care Coordinator 1	TBD CCC 1	\$104,000	\$50.00	100%	\$104,000.00	0%	\$0.00	0%		0%		0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$104,000.00
Tenancy Sustaining Coordinator 1	Jekwu Okpala	\$54,080	\$26.00	0%	\$0.00	0%	\$0.00	100%	\$54,080.00	0%	\$0.00	0%	\$0.00	0%		0%		100%	\$54,080.00
QIA 1	Courtney Simon	\$54,080	\$26.00	0%	\$0.00	0%		0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$27,040.00	50%	\$27,040.00
QIA 2	TBD QIA 2	\$54,080	\$26.00	0%	\$0.00	0%		100%	\$54,080.00	0%		0%	\$0.00	0%	\$0.00	0%		100%	\$54,080.00
Employment Coordinator 1	TBD EC 1	\$54,080	\$26.00	0%	\$0.00	0%		100%	\$54,080.00	0%		0%	\$0.00	0%		0%		100%	\$54,080.00
Subsidy Accountant and Prevention Coordinator	TBD ACC 1	\$54,080	\$26.00	0%	\$0.00	0%		100%	\$54,080.00	0%		0%	\$0.00	0%	\$0.00	0%		100%	\$54,080.00
Care Coordinator 5	Aquellah Fluker	\$54,080	\$26.00	0%	\$0.00	0%		49%	\$26,345.00	0%		0%	\$0.00	0%		51%	\$27,735.00	100%	\$54,080.00
Outreach Coordinator 3	Femi Gordon	\$54,080	\$26.00	0%	\$0.00	0%		100%	\$54,080.00	0%		0%		0%	\$0.00	0%		100%	\$54,080.00
Outreach Coordinator 4	TBD OC 4	\$54,080	\$26.00	0%	\$0.00	0%		100%	\$54,080.00	0%		0%		0%	\$0.00	0%		100%	\$54,080.00

Subtotal Salaries	\$1,091,120.00	1.00	\$104,000.00	1.95	\$132,461.00	7.24	\$402,524.00	0.00	\$0.00	2.00	\$108,160.00	0.00	\$0.00	3.51	\$212,935.00	15.70	\$960,080.00
Taxes and Benefits			\$58,785.00		\$23,146.00		\$34,564.00		\$0.00		\$0.00		\$0.00		\$46,481.00		\$162,976.00
Total Personnel Exp			\$162,785.00		\$155,607.00		\$437,088.00		\$0.00		\$108,160.00		\$0.00		\$259,416.00		\$1,123,056.00
Operating Expense																	
Office Supplies			\$7,584.00		\$4,842.00						\$0.00		\$0.00				\$12,426.00
IT			\$9,000.00					\$0.00			\$0.00				\$0.00		\$9,000.00
Facilities			\$25,000.00		\$0.00						\$0.00		\$0.00		\$25,000.00		\$50,000.00
Rent			\$20,000.00		\$34,000.00			\$0.00		\$36,000.00		\$0.00		\$0.00		\$0.00	\$90,000.00
Utilities			\$10,000.00		\$0.00			\$0.00		\$0.00		\$0.00		\$10,000.00		\$20,000.00	
Food			\$24,000.00					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$24,000.00
Communications			\$10,000.00		\$0.00			\$0.00		\$0.00		\$0.00		\$10,000.00		\$20,000.00	
Insurance			\$1,000.00		\$0.00			\$0.00		\$0.00		\$0.00		\$1,000.00		\$2,000.00	
Transportation			\$0.00		\$30,000.00							\$0.00		\$0.00		\$30,000.00	
Training			\$2,500.00									\$0.00		\$18,000.00		\$20,500.00	
Furniture			\$25,000.00				\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$25,000.00	
Equipment			\$2,000.00				\$0.00			\$0.00		\$0.00		\$2,000.00		\$4,000.00	
COB Flex Funds			\$351,160.40				\$0.00	\$0.00						\$0.00		\$351,160.40	
Shallow Subsidy (number of slots = approx. 157)			\$0.00		\$0.00		\$1,330,295.00	\$90,000.00		\$0.00		\$0.00		\$0.00		\$1,420,295.00	
Rapid Rehousing (number of slots = approx. 31)			\$0.00				\$572,617.00	\$0.00		\$114,247.35				\$0.00		\$686,864.35	
Access Point Flex Funds			\$0.00		\$0.00		\$0.00	\$0.00		\$0.00		\$0.00		\$420,036.00		\$420,036.00	
PY19 ESG RRH Carryover			\$0.00		\$0.00		\$0.00	\$0.00		\$0.00		\$4,758.20		\$0.00		\$4,758.20	
Indirect Costs			\$83,336.60		\$23,970.00		\$260,000.00	\$10,000.00		\$28,711.92		\$0.00		\$54,548.00		\$460,566.52	
Landlord Incentives			\$100,000.00													\$100,000.00	
Total Operating Expense			\$670,581.00		\$92,812.00		\$2,162,912.00	\$100,000.00		\$178,959.27		\$4,758.20		\$540,584.00		\$3,750,606.47	
Total Expense			\$833,366.00		\$248,419.00		\$2,600,000.00	\$100,000.00		\$287,119.27		\$4,758.20		\$800,000.00		\$4,873,662.47	

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? Yes

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Alameda County	\$800,000	No	0%	\$0	
Totals	\$800,000			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/ Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Director, Housing	Logan McDonnell	Program Start-Up, Implementation	\$26,000	10 years of housing/homeless experience, program start-up, implementation	Choose	Choose
Program Manager	Brandy Jenkins-League	Daily program operations of direct services, fiscal, administrative, and QI function oversight.	\$50,000	ASW/LCSW or MFT-I/MFT with current BBS registration and hours toward licensure completed. ASW/LCSW preferred. Five years of progressive administrative, supervisory, direct service, and leadership skills and experience in the social service field.	No	N/A
Care Coordinator 1	Jeanette Rawlins	Provide intensive care coordination, document readiness activities, linkage, brokerage, crisis management, and housing placement (including RRH, PSH, etc.) for most vulnerable homeless residents.	\$54,080	2-3 years client counseling and intensive care coordination and direct service in mental health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.	No	N/A

Care Coordinator 2	Gregory Armstrong	Provide intensive care coordination, document readiness activities, linkage, brokerage, crisis management, and housing placement (including RRH, PSH, etc.) for most vulnerable homeless residents.	\$54,080	2-3 years client counseling and intensive care coordination and direct service in mental health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.	No	N/A
Care Coordinator 3	Corliss Dunn	Provide intensive care coordination, document readiness activities, linkage, brokerage, crisis management, and housing placement (including RRH, PSH, etc.) for most vulnerable homeless residents.	\$54,080	2-3 years client counseling and intensive care coordination and direct service in mental health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.	No	N/A
Care Coordinator 4	Carleena Henderson	Provide intensive care coordination, document readiness activities, linkage, brokerage, crisis management, and housing placement (including RRH, PSH, etc.) for most vulnerable homeless residents.	\$54,080	2-3 years client counseling and intensive care coordination and direct service in mental health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.	No	N/A
Clinical Care Coordinator 1	TBD CCC 1	The Clinical Care Coordinator will support mental health support needs clients throughout the zone	\$104,000	AMFT/LMFT	No	N/A
Tenancy Sustaining Coordinator 1	Jekwu Okpala	Provide tenancy support to individuals newly housed and ensure housing is stable. Run	\$54,080	2-3 years client counseling and intensive care coordination and direct service in mental	No	N/A

		interference with landlords and support behavioral plans, payment schedules, and more.		health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.		
QIA 2	TBD QIA 2	Provide high quality administration to the program including HMIS expertise, reporting, dashboards, and more.	\$54,080	2-3 years progressive administrative experience required. HMIS experience preferred. AA or BA required.	No	N/A
Employment Coordinator 1	TBD EC 1	The Employment Coordinator provides employment and workforce development for housing clients	\$54,080	AA, BA plus 4-6 years exp	No	N/A
Subsidy Accountant and Prevention Coordinator	TBD ACC 1	Provide same day accounting and check cutting for clients to access housing, urgent needs, etc.	\$54,080	2-3 years progressive administrative experience required. HMIS experience preferred. AA or BA required.	No	N/A
Care Coordinator 5	Aquellah Fluker	Provide intensive care coordination, document readiness activities, linkage, brokerage, crisis management, and housing placement (including RRH, PSH, etc.) for most vulnerable homeless residents.	\$26,345	2-3 years client counseling and intensive care coordination and direct service in mental health, substance use, or homelessness expertise. AA or BA required. Lived experience with homelessness preferred.	No	N/A
Outreach Coordinator 3	Femi Gordon	Provide targeted street outreach and engagement throughout the Berkeley community and intensively build relationships in encampments to	\$54,080	1-2 years client engagement and direct service in mental health, substance use, or homelessness expertise. AA or BA preferred. Lived	No	N/A

		motivate individuals to move inside.		experience with homelessness required.		
Outreach Coordinator 4	TBD OC 4	Provide targeted street outreach and engagement throughout the Berkeley community and intensively build relationships in encampments to motivate individuals to move inside.	\$54,080	1-2 years client engagement and direct service in mental health, substance use, or homelessness expertise. AA or BA preferred. Lived experience with homelessness required.	No	N/A
	Taxes and Benefits	Staff benefits	\$116,495			
	IT	Communication, network, cells, computers, technology, physical plant	\$9,000			
	Facilities	Maintenance, janitorial, repairs	\$25,000			
	Rent	Building Lease	\$90,000			
	Food	Food made available for clients throughout the day	\$24,000			
	Transportation	staff travel to help clients get to housing and appointments	\$30,000			
	Training	First Aid and CPR trainings, training materials	\$2,500			
	Furniture	Furniture for the facility	\$25,000			
	Equipment	Computers and other technology equipment for site	\$2,000			
	COB Flex Funds	Flex Funds	\$351,160			
	Shallow Subsidy (number of slots = approx. 157)	Rental Assistance and Shallow Subsidy	\$1,420,295			
	Rapid Rehousing	Rental Assistance	\$686,864			

(number of slots = approx. 31)			
PY19 ESG RRH Carryover	Rental Assistance	\$4,758	
Indirect Costs	Administrative expenses including: Accounting and upper-level management	\$406,019	
Landlord Incentives	Incentives to landlords (\$1000 or \$500 payment each unit housed)	\$100,000	

Total GF for Program: \$833,366.00 Total CDBG for Program: \$248,419.00 Total MEAS-P for Program: \$2,600,000.00 Total U1 for Program: \$100,000.00 Total GF Carryover for Program: \$287,119.27 Total ESG Carryover for Program: \$4,758.20

Total FY20 Budget (including all programs): \$2,980,144
 Total FY21 Budget (including all programs): \$1,940,672
 Total FY22 Budget (including all programs): \$3,781,785
 Total FY22 Budget (including all programs): \$1,181,785
 Total FY20-23 Contract Term NTE : \$9,760,274

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarterly statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.

BAY AREA COMMUNITY SERVICES, INC.

DUNS Unique Entity ID 073931628	SAM Unique Entity ID Z5MFKYZMKYM3	CAGE / NCAGE 4YD60
Purpose of Registration All Awards	Registration Status Active	Expiration Date Feb 24, 2022
Physical Address 390 40TH ST Oakland, California 94609-2633 United States	Mailing Address 390 40TH Street Oakland, California 94609 United States	

Business Information

Doing Business as East Bay Transitional Homes	Division Name Bay Area Community Services	Division Number (blank)
Congressional District California 13	State / Country of Incorporation California / United States	URL https://www.bayareacs.org/

Registration Dates		
Activation Date Mar 1, 2021	Submission Date Feb 24, 2021	Initial Registration Date Jan 2, 2008

Entity Dates	
Entity Start Date Jul 31, 1953	Fiscal Year End Close Date Jun 30

Immediate Owner	
CAGE (blank)	Legal Business Name (blank)

Highest Level Owner	
CAGE (blank)	Legal Business Name (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USApending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Women Owned Business

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4YD60

Points of Contact

Electronic Business

☒
Jamie Almanza, Executive Director

390 40TH Street
Oakland, California 94609
United States

Government Business

☒
Jamie Almanza, Executive Director

390 40TH Street
Oakland, California 94609
United States

Past Performance

☒
Jamie Almanza, Executive Director

629 Oakland AVE
Oakland, California 94611
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	624229	Other Community Housing Services
	621420	Outpatient Mental Health And Substance Abuse Centers
	624120	Services For The Elderly And Persons With Disabilities
	624210	Community Food Services
	624221	Temporary Shelters
	624230	Emergency And Other Relief Services

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
California		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME:	Tirzah Tyler	
		PHONE (A/C, No, Ext):	(650)341-4484	FAX (A/C, No):
		E-MAIL ADDRESS:	TTyler@bpia.net	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	Bay Area Community Services Inc. 390 40th Street Oakland, CA 94609	INSURER A:	Nonprofits Insurance Alliance of CA	01184
		INSURER B:	Cypress Insurance Company	10855
		INSURER C:	The Hartford	38261
		INSURER D:	Travelers Casualty & Surety Co	25674
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00002357-1891617

REVISION NUMBER: 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Soc. Serv. Prof Lia <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2021-02157-NPO	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Impropr Sexual Cond. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2021-02157-NPO	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll ded \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			2021-02157-UMB	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	BAWC227799	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			51 BDD GT1392	07/01/2021	07/01/2022	Limit/Deduct 3 mil/\$20,000
D	Cyber Liability			106888006	07/01/2021	07/01/2022	Aggr/Ea Claim/Ded. 2 mil/2 mil/\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All California Operations of the Named Insured
 Berkeley, its officers, agents, volunteers and employees are included as additional insured's with respects to the insured's business operations. Additional Insured applies to General Liability and Business Auto. Waiver of Subrogation applies to General Liability, Auto and Workers' Compensation. 30 Day notice of cancellation applies to General Liability, Auto Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley Housing and Community Services 2180 Milvia St., 2nd Floor Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (THT)

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A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: 2021-02157-NPO

Schedule AI

Page 1

NAME OF INSURED: Bay Area Community Services, Inc.; East Bay Transitional Homes, Inc.; Bay Area Community Services Housing Corporation; Adolescence Treatment Center dba: Thunder Road

ADDITIONAL INSURED / LOSS PAYEE

Additional Insured - NIAC A1

Alameda Count WIB-Fiscal
24100 Amador St., 6th Fl.
Hayward, CA 94544

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Berkeley, its officers, agents, volunteers and employees
2180 Milvia St., 2nd Floor
Berkeley, CA 94704

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City of Emeryville, its officials, employees, agents and authorized volunteers
1333 Park Ave.
Emeryville, CA 94608

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City of Vallejo, its officers, officials, employees, agents, and volunteers
555 Santa Clara St.
Vallejo, CA 94590

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Contra Costa County, its Officers and Employees must be named as an additional insured
50 Douglas Drive, Suite 320-A
Martinez, CA 94553

As respects vehicle(s): ALL

COUNTERSIGNED: 7/7/2021

BY

Handwritten signature of Pamela C. Q.

(AUTHORIZED REPRESENTATIVE)



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Berkeley, its officers, agents, volunteers and employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

Berkeley, its officers, agents, volunteers and employees
The City of Fremont, its officers, officials, employees, agents and volunteers
Contra Costa County, its officers and employees Contracts and Grants Unit- Grant Contract #74-106
Bank of Guam, San Francisco Branch 404 Montgomery St. San Francisco, CA 94104

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
- a. Your negligent acts or omissions; or
 - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Berkeley, its officers, agents, volunteers and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICYHOLDER NOTICE

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

Dear Policyholder:

The following provision is being added to your policy effective **12/03/2021** through **07/01/2022**:

In the event that we, the Insurer, cancel this policy for any reason, including non-payment of premium, we will endeavor to send notification of such cancellation to the said certificate holder using the method(s) indicated below:

Certificate Holder: Berkeley, its officers, agents, volunteers and employees Housing and Community

Mailing Address: Services, 2180 Milvia St., 2nd Floor, Berkeley, CA 94704 Not Provided

Email Address: Mail

Method of Notice:

Notice of cancellation is being provided only to the certificate holder at the address and/or email address listed above. Statutory requirements will determine the number of advance days notice provided for cancellation. If notice is mailed, it will be sent via regular, first-class mail to the address listed above.

Notice of cancellation to the certificate holder is being provided for informational purposes only. Failure to provide such notice to the certificate holder will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Notice Effective: 12/03/2021

Insured: Bay Area Community Services, Inc.

Insurance Company: Cypress Insurance Company

Policy No.: BAWC227799

Policy Period: 07/01/2021-07/01/2022

Countersigned by _____

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2021 Policy No. BAWC227799 Endorsement No..
Insured. Bay Area Community Services, Inc. Premium \$
Insurance Company: Cypress Insurance Company

Countersigned by _____

RESOLUTION NO. 69,949-N.S.

ADOPTING THE CITY OF BERKELEY BUDGET UPDATE FOR
FISCAL YEAR 2022

WHEREAS, on May 25, 2021, the City Manager presented to the City Council the FY 2022 Proposed Budget; and

WHEREAS, the City Council held a series of meetings to consider the FY 2022 Proposed Budget Update, including public hearings held on May 25, 2021 and June 1, 2021; and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meetings on June 15, 2021 and June 29, 2021; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2022. The advances are to be equivalent to 25% of the agency's allocation.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopted the FY 2022 Budget contained in the City Manager's FY 2022 Proposed Budget presented to Council on May 25, 2021 and as amended by subsequent Council action on June 15, 2021 and June 29, 2021.

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2022 Adopted Budget will be reflected in a separate FY 2022 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2022.

BE IT FURTHER RESOLVED that the City Manager is authorized to advance the full allocation of Rebuilding Together East Bay-North's Community Facility Improvement Program's FY 2022 General Funds during the first quarter, per the agency's request.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance, the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:

- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - An end-of-year narrative summary of accomplishments.
2. All other agencies receiving General Fund only:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required semi-annually.
3. Agencies with State and/or Federal Funding:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.


BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on June 29, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



 Jesse Arreguin, Mayor

Attest: 

 Mark Numainville, City Clerk

FY 2022 Community Agency Allocations by Service Type

	General Funds	Federal Funds	Other Funds
Arts	\$586,652	\$0	\$0
Childcare	630,627	-	13,275
Community Facilities Improvements	24,575	1,145,251	-
Community Media	230,710	-	-
Disability Programs	103,305	159,660	1,432,011
Economic Development	181,125	-	-
Employment Training	295,165	-	-
Health	2,060,256	160,000	-
Homeless	9,705,672	634,930	1,177,045
Housing Dev & Rehab	303,475	250,000	-
Legal/ Advocacy	895,486	35,000	-
Other	168,104	-	-
Recreation	18,573	-	-
Seniors	9,110	-	-
Youth	1,040,567	-	-
TOTAL	\$16,253,402	\$2,384,841	\$2,622,331

Funding by Category	FY 2021 All Sources	FY 2022 All Sources	% Change
Arts	\$573,654	\$586,652	2%
Childcare	\$643,902	\$643,902	0%
Community Facilities Improvements	\$24,575	\$1,169,826	4660%
Community Media	\$230,710	\$230,710	0%
Disability Programs	\$1,604,926	\$1,694,976	6%
Economic Development	\$422,500	\$181,125	-57%
Employment Training	\$295,165	\$295,165	0%
Health	\$2,220,256	\$2,220,256	0%
Homeless	\$13,594,664	\$11,517,647	-15%
Housing Dev & Rehab	\$453,475	\$553,475	22%
Legal/ Advocacy	\$4,757,027	\$930,486	-80%
Other	\$168,104	\$168,104	0%
Recreation	\$18,573	\$18,573	0%
Seniors	\$9,110	\$9,110	0%
Youth	\$1,065,567	\$1,040,567	-2%
	\$26,082,208	\$21,260,574	-18%

FY 2022 Community Agency Allocations

Agency/Individual Name	FY 2021 Actual	FY 2022 Adopted	CDBG	CSBG	ESG	Measure P	General Fund Measure U1	Other	Other Funds
Berkeley Emergency Storm Shelter	220,101	30,101						30,101	
Drop In Center	181,777	182,000				182,000			
Vets Shelter	685,632	566,000				566,000			
Honzon		784,000				784,000			
Downtown Berkeley Association									
Double Helping Hand	216,150								
Homeless Outreach Worker	40,000	40,000				40,000			
Downtown Streets Team	225,000	225,000				225,000			
Fred Finch Youth Center									
Turning Point	289,255	189,255						189,255	
Lifelong Medical Care									
Case Management Tied to Permanent Housing	163,644	163,644						163,644	
Supportive Housing Program UA Homes	55,164	55,164						55,164	
Street Medicine / Trust Clinic	50,000	525,000				525,000			
Options Recovery Services - Detox Services & Day Treatment									
Transitional Housing and Case Management	50,000	50,000						50,000	
Project We Hope									
Dignity On Wheels	215,408								
Telegraph Business Improvement District									
Berkeley Host Program	49,139	49,139						49,139	
The Suitcase Clinic	9,828	9,828						9,828	
Toolworks, Inc Supportive Housing	47,665	47,665						47,665	
Women's Daytime Drop-In Center:									
Bridget Transitional House Case Management	118,728	118,728						118,728	
Daytime Drop-In Services	48,153	48,153						48,153	
Homeless Case Management - Housing Retention	100,190	100,190						100,190	
Youth Spirit Artworks -									
TAY Tiny Homes Case Management	117,000	78,000				78,000			
Homeless Services Total	13,594,664	11,517,647	418,921	0	216,009	6,782,769	100,000	2,822,903	1,177,045
Housing Development & Rehabilitation									
Bay Area Community Land Trust	5,200	5,200						5,200	
Organizational Capacity Building	100,000	200,000					200,000		
CHDO Programs	Refer to HTF/CHDO	Refer to HTF/CHDO							
Habitat for Humanity East Bay/Silicon Valley									
Housing Rehabilitation Grant Program	250,000	250,000	250,000						
Rebuilding Together									
Safe Home Project	98,275	98,275						98,275	
Housing Development & Rehabilitation Total	453,475	553,475	250,000				200,000	103,475	0
Legal/Advocacy									
East Bay Community Law Center									
Consumer Justice Clinic/Housing Advocacy	33,644	33,644						33,644	
Eviction Defense Services	275,000	275,000					275,000		
Housing Retention	1,250,000	0							
Eden Council for Hope and Opportunity	35,000	35,000	35,000						
Eviction Defense Center									
Rent Board	275,000	275,000					275,000		
COVID Rental Assistance	2,701,541								
Housing Retention		250,000					250,000		
Basic Needs	125,000								
Family Violence Law Center - Domestic Violence & Homelessness Prevention Project	61,842	61,842						61,842	
Legal/Advocacy Total	4,757,027	930,486	35,000	0	0	0	800,000	95,486	0
Other									
Animal Rescue	23,812	23,812						23,812	
Berkeley Community Gardening Collaborative	11,895	11,895						11,895	
Berkeley Project	32,000	32,000						32,000	
Community Agency Publishing Outcomes Project	25,000	25,000						25,000	
Eden Information & Referral	35,000	35,000						35,000	
McGee Avenue Baptist Church	17,844	17,844						17,844	
SEEDS Community Resolution Center	22,553	22,553						22,553	
Other Total	168,104	168,104						168,104	0
Recreation									
Ephesians Children's Center - Greg Brown Park Supervision	18,573	18,573						18,573	
Recreation Total	18,573	18,573						18,573	
Seniors									
J-Sei	9,110	9,110						9,110	
Seniors Total	9,110	9,110						9,110	
Youth									
Bay Area Community Resources									
School Based Behavioral Health Services	94,964	94,964						94,964	
Bay Area Hispano Institute for Advancement - Out of School Time Programs	21,447	21,447						21,447	
Berkeley High School Bridge Program	79,000	79,000						79,000	
Berkeley Youth Alternatives:									
Afterschool Program	30,000	30,000						30,000	
Counseling	30,000	30,000						30,000	
Biotech Partners - Biotech Academy at Berkeley High	91,750	91,750						91,750	
Ephesians School-Age Program	39,840	39,840						39,840	
Lifelong Medical Care									
Rosa Parks Collaborative	44,804	44,804						44,804	
Multicultural Institute Youth Mentoring	33,603	33,603						33,603	
Pacific Center for Human Growth - Safer Schools Project	23,245	23,245						23,245	

RECEIVED

FEB 24 2022

CITY OF BERKELEY
CITY CLERK DEPARTMENT

FY 2022 Community Agency Allocations

Agency/Individual Name	FY 2021 Actual	FY 2022 Adopted	CDBG	CSBG	ESG	Measure P	General Fund Measure U1	Other	Other Funds
RISE Program	216,039	216,039						216,039	
Stiles Hall	90,000	90,000						90,000	
Supplybank.Org (Formerly K to College)	25,000	0							
Through The Looking Glass - Parenting Education and Kindergarten Readiness	25,000	25,000						25,000	
UC Berkeley									
BUILD Literacy/Cal Corp	95,360	95,360						95,360	
Bridging Berkeley	34,640	34,640						34,640	
YMCA of the East Bay - Y-Scholars Program									
Y- Scholars Program	40,000	40,000						40,000	
School Readiness Program	50,875	50,875						50,875	
Youth Total	1,065,567	1,040,567	0					1,040,567	
TOTAL COMMUNITY AGENCY ALLOCATIONS	26,082,298	21,260,574	2,008,832	160,000	216,009	6,782,769	1,100,000	8,370,633	2,622,331

o Community Development Block Grant (CDBG)/Emergency Solutions Grant (ESG)

*Subject to the Sugar – Sweetened Beverage Panel of Experts (POE) allocation.

RECEIVED
 FEB 24 2022
 CITY OF BERKELEY
 CITY CLERK DEPARTMENT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

10904 D

"AMENDMENT" 0004

Contract# 10904 RO# 10904 <i>ERMA# 119816-1</i>	Vendor# 20561
--	----------------------

CONTRACTOR NAME: Bay Area Community Services (BACS)

Subject of Contract: Pathways STAIR Center

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
2 Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder.				
*Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution # <u>69949</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # BL-009235

Requisition # _____ (Hard copy attached) **Purchase Order #** _____

Budget Code 011-51-504-535-5002-000-444-636110-; 302-51-504-530-2027-000-444-636110-; 311-51-504-530-0000-000-444-636110-

Council Approved Amount \$ 9,755,867

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

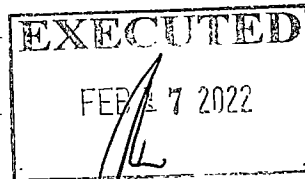
If Yes, Purchase Order # _____

Original contract amount	\$ <u>2,440,000</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>4,607,009</u>
Amount added by this amendment	\$ <u>2,708,858</u>
Total/cumulative contract amount after amendment	\$ <u>9,755,867</u>
Contingency	\$ <u>0.00</u>
TOTAL NOT TO EXCEED AMOUNT	\$ <u>9,755,867</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- | | | |
|--|------------------|-------------|
| 1. <u>Brittany Carnegie</u> <i>Brittany Carnegie</i> <u>HHCS</u> | 510-981-5415 | 12/20/2021 |
| Project Manager (PRINT NAME/SIGN) Department | Phone No. | Date |
| 2. <u>Ann Song</u> <i>Ann Song</i> | | 1/31/22 |
| Department Administrative Officer/Accounting (PRINT NAME/SIGN) | | Date |
| 3. <u>Lisa Warhuus</u> <i>[Signature]</i> | | 2/4/2022 |
| Department Head (PRINT NAME/SIGN) | | Date |
| 5. <u>Josh Roben</u> <i>[Signature]</i> | | 2/14/2022 |
| Contract Administrator (PRINT NAME/SIGN) | | Date |
| 6. <u>Sharon FRIEDRICHSEN</u> <i>[Signature]</i> <u>APPROVED VIA EMAIL</u> | | 2/15/2022 |
| Budget Manager (PRINT NAME/SIGN) | | Date |



Routing continues to the following persons, *who sign directly on the contract*:

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418> Rev 4/2021

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

- 7. **City Manager** *(Will not sign unless all signatures and dates appear above)*
- 8. **City Clerk:** Destruct _____ Review _____

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

Bay Area Community Services (BACS) _____
Contractor
390 40th Street _____
Address
Oakland, CA 94609 _____
City/State/Zip

<p align="center">Amended Contract Number: _____10904_____</p>

Contract Amendment Authority

- Resolution # 69949 _____ Original Resolution # 68,780 & 68,969, 69483
- Ordinance # _____ (if appropriate)
- City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: Added Public Health Officer's requirements for emergency shelters
- Change of Dollars: Original Amount: \$2,440,000 Amended Not to Exceed Amount: \$9,755,867

Change of Contract Term

Change as of This Amendment or Extension:

From: 5/10/2018 _____ To: 6/30/2022 _____

Change as of Prior Amendment (if any):

From: 5/10/2018 _____ To: 6/30/2021 _____

Original Term: From: 5/10/2018 _____ To: 6/9/2019 _____

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	<u>\$N/A</u> _____	_____	_____
General Liability	<input type="checkbox"/>	<u>\$2,000,000</u> _____	<u>7/1/2022</u> _____	_____
Automobile	<input type="checkbox"/>	<u>\$1,000,000</u> _____	<u>7/1/2022</u> _____	_____
Workers Comp.	<input type="checkbox"/>	<u>\$1,000,000</u> _____	<u>7/1/2022</u> _____	_____
Bond	<input type="checkbox"/>	<u>\$N/A</u> _____	_____	_____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Tuesday, February 15, 2022 10:12 AM
To: Roben, Josh
Cc: Murty, Rama; Dupaya, Maricar C.; Rosete, Michelle
Subject: FW: BACS - Pathways STAIR Center (CCO 4)

Josh,
Budget Final-Approved
Sharon

From: Murty, Rama
Sent: Tuesday, February 15, 2022 9:48 AM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Dupaya, Maricar C. <MDupaya@cityofberkeley.info>; Rosete, Michelle <mrosete@cityofberkeley.info>
Subject: BACS - Pathways STAIR Center (CCO 4)

Budget Initial – Approved

Notes:
Authorizing Council Resolution #69,949
Scope: Pathways STAIR Center
Term: 5/10/18 to 6/30/22
Current Contract Amount: \$7,047,009
Amendment Amount: \$2,708,858
Revised Contract Amount: \$9,755,867
Council Approved Amount: \$9,755,867

Funding is available in Budget Codes 011-51-504-535-5002-000-444-636110-, 302-51-504-530-2027-000-444-636110-, and 311-51-504-530-0000-000-444-636110-

Rama Murty, Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on May 10, 2018 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Bay Area Community Services (BACS) ("Contractor") a company, doing business at 390 40th Street, Oakland, CA 94609.

WHEREAS, City and Contractor previously entered into Contract Number 10904, dated May 10, 2018, which Contract was authorized by the Berkeley City Council by the City Manager of the City of Berkeley.

WHEREAS, on June 30, 2020, by Resolution No. 69483-N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

WHEREAS, on June 29, 2021, by Resolution No. 69949-N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Article 1 is amended to read as follows:

SCOPE OF SERVICES

Scope of services has been amended and is described in Exhibit A, which is attached to and made part of this Contract.

2. Article 2 is amended to read as follows:

TIME PERIOD OF CONTRACT

This Contract shall begin on May 10, 2018 and end on June 30, 2022. The City Manager of the City may extend the term of this contract by giving written notice.

3. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$2,545,603 for FY18 and FY19, \$2,091,305 for FY20, \$2,410,101 in FY21, and \$2,708,858 in FY22. Therefore, the total FY18-22 contract amount will not exceed \$9,755,867. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

4. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

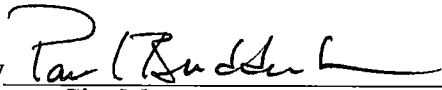
- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include

- both private-sector business and government agencies;
- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

In all other respects, the Contract dated May 10, 2018, shall remain in full force and effect.


IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

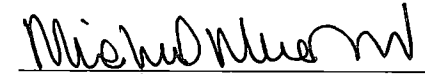
By 
City Manager

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF BERKELEY 10/2019

Registered on behalf of the City Auditor by:


Finance Department

Attest:


Asst. Deputy City Clerk

CONTRACTOR

Bay Area Community Services (BACS)
Name (Printed)

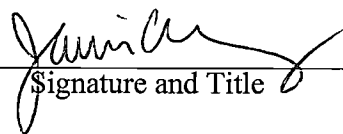
By  , CEO
Signature and Title

EXHIBIT A

SCOPE OF SERVICES

Contractor Name: Bay Area Community Services

Contracting Department: Health, Housing and Community Services Department (HHCS), City of Berkeley

Contract Period: 5/10/2018 – 6/30/2022

On behalf of the City of Berkeley, Bay Area Community Services (“BACS”) and its subcontractors shall operate the Berkeley Pathways Center for Stability and Respite (“STAIR Center”) to provide housing and respite for literally homeless individuals residing in Berkeley. Contracted services shall take place between the period of May 10, 2018 and June 30, 2022.

BACS shall provide four principal service components, as well as additional supportive activities, as part of this contract:

1. *Respite services* through the operation of a low-barrier shelter program.
2. Operate *sustained outreach services* to people living in homeless encampments and/or people living in vehicles in Berkeley, including housing problem-solving activities.
3. *Housing navigation* to each person residing in a STAIR Center bed (“guest”) that focuses on placing people in permanent housing.
4. Administration of *flexible funding* in support of housing navigation and housing problem-solving activities, in accordance with the terms of service below.

Program Goals:

- Provide low-barrier, compassionate, and non-judgmental respite to the target population.
- Assist the target population to rapidly obtain permanent housing.
- Capture data in real-time in the Homeless Management Information System (HMIS) (or an interim solution in the event HMIS is unavailable for prolonged periods) on all clients served and all major services rendered.

Target Population:

At the STAIR Center, BACS will serve:

- Literally homeless adults without custody of minor children (defined as individuals who have no fixed, regular and adequate nighttime residence) and who are living in homeless encampments in Berkeley. “Encampments” shall be defined by the City of Berkeley.

Service Components

BACS agrees to provide four service components, as follows:

- Respite services:
 - Operate a 22 bed, low-barrier, housing-focused homeless shelter program at a pop-up program at 2nd and Cedar Streets in Berkeley, California. Unless City provides pallet shelters as a substitute for sleeping dorms, maximum capacity of the shelter during the COVID-19 Shelter In Place order shall be 22 and once the Shelter In Place order is lifted, shall be 45. Maximum capacity should the City provide Pallet Shelters on site is 32.
 - STAIR will also comply with the Public Health Officer’s requirements including having staff and guests:

1. Maintain 6' physical distancing;
 2. Mandatory mask wearing;
 3. Enhanced and increased frequency of cleaning and disinfection of facility;
 4. Minimum daily symptom checks and recording including every time someone enters the building.
 5. Submission of bi-monthly vaccination data for staff and participants.
- Provide access 24 hours a day, seven days a week with no shelter curfews for those clients referred and active with the program. BACS is not required to hold beds for longer than 72 hours. If a guest is absent from their bed for 72 hours without appropriate notification of staff regarding absence, the guest may be discharged.
 - Provide at least 3 meals a day for each guest, in accordance with available food preparation facilities at the program site.
 - Provide storage for personal belongings of each shelter guest with secure and controlled access on the program site.
 - Provide accommodations for pets and other service animals for each shelter guest, such as portable kennels.
- Allow flexible sleeping accommodations for couples wherever possible, insofar as such accommodations do not pose a disruption to the overall community.
 - Sustained outreach services:
 - Outreach to and engage unsheltered, literally homeless persons residing in encampments or cars in Berkeley for Coordinated Entry assessments, housing problem solving, connection to temporary or permanent housing, and/or connection to other resources to help them end their homelessness.
 - Identify and engage potential candidates for vacant STAIR Center beds and assist with the referral and warm handoff of these clients to the program.
 - Placements into the STAIR Center will be made by making beds available to target population members in target areas specified by City staff who have been assessed for Coordinated Entry and who are the highest priority on the North County by-name list from within that target area. If any vacancies cannot be filled through this process, only literally homeless single adults identified through the Coordinated Entry process as eligible for shelter in the North County Resource Zone will be eligible for the bed.
 - Link participants with interim or bridge housing resources as desired and available and for which the client is eligible.
 - Regularly collaborate with the City of Berkeley in planning responses to and performing outreach to target population that violate city ordinances and/or have been identified for removal or cleaning.
 - Attend regular meetings with HHCS, the City Manager's Office, and/or other City staff to perform assessments of encampments and their residents, and plan outreach and resolution activities.
 - The focus of this outreach is to link target population residents, wherever possible, to STAIR vacancies, housing problem-solving, or other community referrals in advance of an encampment enforcement.
 - In no way shall this provision be construed to require, at any point, BACS' participation in the actual enforcement of said ordinances or the actual removal/enforcement against encampments.
 - Maintain an unwavering commitment to nonjudgmental compassion and support for those living without shelter; maintain commitment to client choice.
 - Navigation services:
 - Provide intensive housing search assistance to each guest residing at the program,

including but not limited to: assistance in applying for affordable housing lists; assistance with enrollment in any rapid rehousing or permanent supportive housing opportunities to which guests may be matched through the Alameda County Coordinated Entry System; advocacy on behalf of guests; identification of roommates for shared housing opportunities; and exploring relocation to other communities and/or reunification with family in accordance with client choice.

- Provide one-time or short-term housing financial assistance using Flexible Funds (see below).
- Provide assistance with income improvements through the provision of services that will include, but not be limited to: linkages to employment and job-placement resources; linkages to/assistance with applications to cash and non-cash benefits (including, when necessary for housing stability, medical, CalFresh, and in-home supportive service benefits).
- Assist the client in obtaining and providing documentation for rapid rehousing, permanent supportive housing, and/or other subsidized or permanent housing opportunities for which the client is eligible.
- Provide up to 12 months of financial support and/or transitional case management, to clients who have been housed and are receiving subsidy assistance through the Rapid Rehousing Funds. Transitional case management shall include, but not be limited to: reviewing key elements of rental agreement and expectations with client to ensure understanding; establishing utilities for the housing unit/applying for low-income assistance utility programs; working with client on ensuring rents are paid on time; developing a housing stability plan prior to move-in; developing a housing crisis response plan outlining plans if challenges arise that may jeopardize housing stability; and planning for self-sufficiency after assistance ends. For Emergency Solutions Grants (ESG) funding, Contractor shall utilize this funding in accordance with the Emergency Solutions Grant Policies and Procedures City of Berkeley Manual, Attachment B.
- Plan for warm handoffs to Alameda County tenancy sustaining services case managers and City of Berkeley Shelter Plus Care case managers, wherever necessary.
- Maintain a case management ratio of no greater than 20 guests per 1 FTE housing navigator.
- Believe that every client is housing-ready and maintain unwavering commitment to creatively ending homelessness; maintain a commitment to client choice.
- **Flexible Funds Administration:**
 - Support program guests at the STAIR Center in overcoming barriers to housing and in moving into housing. BACS management shall be granted the discretion to determine eligible activities for funding, but should be able to defend why expenditure choices are necessary for ending a client's homelessness.
 - Support individuals living in target areas identified for enforcement by the City of Berkeley with housing problem-solving in the form of one-time or limited financial assistance that creatively reduces or eliminates a housing barrier. BACS may dedicate up to, but no more than, 20% of flexible funding to encampment housing problem-solving.
 - Wherever possible, exhaust other sources of funding for which the guest is eligible first.

Participation in Coordinated Entry:

BACS agrees to participate in the Alameda County Coordinated Entry System (CES) and all assessment and service referral/matching processes this entails on behalf of its guests.

Specifically, BACS shall:

- Obtain signatures on HMIS ROIs and North County Hub Care Coordination ROIs, as appropriate and in accordance with client choice, to support data sharing and care

meetings, including:

- Participate in Quarterly Meeting: Associate Director and lead program manager(s) with program implementation authority.
- Participation by appropriate Sustained Outreach and Navigation staff in two meetings at least per month at both the operations and policy level who are the nexus of CES, as invited:
 - One Regional Coordination Meeting with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key CES meetings, as necessary.
- Receive program referrals to vacant STAIR Center beds from the target population in Berkeley exclusively in accordance with City of Berkeley/North County HRC policies and processes. Any individuals who are referred by entities other than the established CES referral points or who self-present at the STAIR Center shall be directed to other resources in the community. BACS shall have information regarding other existing services to provide to potential walk-up individuals.
- Cooperate with the North County HRC, Alameda County HCSA, EveryOne Home, and other CES partners in linking program guests to any referrals/programs to which they have been found to be eligible and matched.

Site Management:

BACS and its subcontractors agrees to provide staff oversight, janitorial service and maintenance coordination for the shelter trailers, bathrooms/showers, client laundry facilities, client storage areas, the dining/client community room (open around the clock) and general grounds of the program site.

BACS agrees to lease trailer structures and maintain lease certificates directly with Pacific Mobile Structures, Inc.

BACS agrees to implement bed bug/pest prevention protocols including but not limited to:

- Prevention and sequestration protocols for guests who show signs of infestations at intake;
- Regular (at least monthly) inspections of guest sleeping, community, and storage areas;
- Ad hoc treatment, as needed, to eliminate any infestations.

BACS and its subcontractors agree to immediately notify HHCS should any of the following occur:

- Major security breaches (clients or visitors on-site without permission);
- Violence or credible threats against staff or other program guests;
- Overdose or major substance abuse complication;
- Presence of any vermin (bed bugs, rodents, etc) or any suspected major communicable disease;
- Written correspondences from law enforcement, Fire, and/or other City and County departments pertaining to program's operations, insofar as disclosure of said correspondence is not otherwise prohibited by applicable privacy regulations.

The City's goal in asking for immediate notification in such instances is to help reduce harm and negative impacts as much as possible, and not to initiate punitive action against BACS or its subcontractors (unless evidence of gross negligence clearly warrants such action).

Program Outcomes:

BACS agrees to the following program success measures:

- *Outreach:*
 - Move 50% of encampment residents into STAIR or other sheltered exits.
- *Occupancy:*
 - Maintain a nightly bed occupancy rate of 90%.
- *Exits:*
 - Exit 75% of clients from STAIR beds to permanent housing destinations.
 - Exit 100% of clients from housing navigation to known destinations.
- *Length of Assistance:*
 - Average shelter length of stay of 6 months or less.
 - Provide up to 1 year of financial assistance to 100% of recipients receiving short-term subsidies using flexible funds.
- *Rapid Rehousing:*
 - Increase income from enrollment to exit for 50% of clients.
 - Exit 95% of RRH clients to permanent housing.
 - 85% of clients who exit RRH will not return to homelessness within one year (as indicated by Clarity outbound recidivism report).
- *Data completion:*
 - Complete HMIS project entries and exits within 72 hours for 100% of ES and RRH clients served, and 100% of SO clients assessed for CES.
 - Maintain 100% HMIS data completion rate for HMIS Universal Data Elements (UDEs).

BACS further agrees to participate in the Alameda County Coordinated Entry System Results Based Accountability (RBA) Framework for Street Outreach and Housing Navigation.

Program Non-Compliance Protocols

BACS agrees that only the following reasons, adapted from the 2017 Alameda County Shelter Standards Section A.36, may be used as a basis for discharge from a the STAIR facility:

- Possession of a weapon at the facility.
- Assault or other violent behavior.
- Theft.
- Destruction of property.
- Restraining order precludes continued residence.
- Guest behavior endangers health or safety of guests or staff.
- Repeated interference with the rights of other guests to peaceful enjoyment of the facility.
- Possession of illegal drugs on premises. If alcohol or drugs are found, guests should be given the opportunity to dispose of the prohibited substance or leave the shelter for that night if they do not wish to dispose of the prohibited substance. A violation of this policy cannot be a reason for discharge unless the violation compromises the health or safety of other guests or staff or repeatedly interferes with the rights of other guests to peaceful enjoyment of the facility.
- Presence of infectious disease that significantly increases the risk of harm to other guests. Note that guests with lice or scabies or exhibiting symptoms of TB should be allowed to stay and sent to a health care provider for treatment as soon as possible, insofar as precautions can realistically be taken to avoid spread. Noncompliance with treatment or containment measures that endangers other guests may be cause for discharge.
- Guest requires care and supervision to manage their activities of daily living (feeding, toileting, selecting proper attire, grooming, maintaining continence, putting on clothes,

bathing, walking and transferring) without appropriate supports available on-site. Guests discharged due to care and supervision needs cannot be discharged to the streets.

- Guest refuses to work towards a housing plan and/or refuses three housing opportunities that are realistic given the guest's housing barriers. Evidence must be present that STAIR staff actively attempted to engage the guest in services designed to support an exit to stable housing and/or made a realistic housing offer.

BACS may not impose arbitrary lengths of stay for guests who are otherwise compliant with these protocols. Any discharge for a violation of these protocols must be fully documented (for example, in agency case notes) and made available solely to HHCS upon request.

Clients who are discharged shall be afforded the opportunity to file a grievance. BACS agrees to establish a grievance policy for the STAIR Center that shall comport with any Alameda County Coordinated Entry System grievance policy guidelines.

While guests may be encouraged to get a TB test, lack of a test cannot be used as a reason for discharge. If a guest is exhibiting symptoms of TB and does not comply with testing and treatment recommendations, the guest may be discharged to protect the health and safety of other shelter guests and staff.

Reporting Requirements:

For every client engaged by the Sustained Outreach Team, BACS shall:

- Directly enter all CES assessments into HMIS, and/or ensure that all CES assessments are entered into HMIS.
- Complete a Street Outreach (SO) HMIS project enrollment for all clients outreached to who have been assessed, and HMIS data entry for all subsequent contacts that result in significant updates, including project exits. The project entry will add the Outreach staff as a provider contact for that client.
 - The "date of engagement" data element shall be used to identify the progression from initial contact(s) to the date at which the client is assessed for CES.
 - The Date of Engagement coincides with the requirement for HMIS data quality in this contract, therefore all Universal Data Elements should be entered into HMIS at or before the Date of Engagement.
- Use the Client Location tab to map locations frequented by clients, including the location of outreach contact(s). BACS will be expected to record in HMIS the current type of unsheltered living situation that most accurately applies to a client's regular sleeping location to the greatest extent possible. Addresses should be recorded as accurately as possible to help with locating clients and to produce countywide population geographic information on the types and amounts of unsheltered living arrangements in different parts of the County.
- BACS shall complete the Berkeley Outreach Teams Google spreadsheet for each outreach attempt or encounter by the sustained outreach team. Tracking information should include the following:
 - Date and Time of outreach encounter
 - Specific location (even if person/s are not expected to be there again)
 - Type of "set up" (vehicle, tents, structures, etc.)
 - Unduplicated total number of people who appear to be living at location
 - Unduplicated number of clients engaged per encampment
 - Supplies delivered (specify item/s and quantity)

- Food delivered (specify quantities)
- COVID education provided
- Number of COVID-19 assessments
- Number of referrals made for further COVID-29 assessments
- Outstanding needs
- Other notes/next steps

For every STAIR guest, BACS will:

- Complete project enrollments and exits in HMIS;
- Record service provision activities in HMIS (case management, referrals, and subsidy provision—see below).
- Offer guests (to the extent feasible) the opportunity to complete a satisfaction survey upon vacating a STAIR bed.

For every client receiving flexible funds, BACS shall:

- Record in a monthly “rent roll” document all rent-related assistance types (rent subsidy, deposit assistance, etc.) and dollar amounts, including the client’s HMIS ID number, for every instance of assistance provision, and provide said record to HHCS upon request and with updates that occur no less frequently than monthly.
- Ensure an HMIS project enrollment/exit in the appropriate project type for the client (SO, ES, or RRH). All clients receiving flex fund assistance in the rent roll shall have a corresponding HMIS enrollment in the appropriate project-type stamp.

Data Dashboards:

1. HHCS shall have on-demand access to all BACS STAIR HMIS data.
2. BACS will pull HMIS data on a monthly basis and utilize other data as needed, to create program performance dashboards on program outcomes listed above. BACS agrees to work iteratively with HHCS if data quality issues are identified during the course of reporting evaluation and dashboard creation, and to correct all data entry errors identified by HHCS in a timely manner. BACS agrees to provide to HHCS a total count of the number of vacant and occupied beds at STAIR on an as-needed basis.

BACS agrees to provide exit surveys (to the extent feasible) to clients exiting STAIR beds and to provide a report on client satisfaction no less frequently than every 6 months.

In the event HMIS is not available for a prolonged period, BACS agrees to work with HHCS to develop a comparable interim data collection solution. This interim solution shall pertain to all provisions in this Exhibit that otherwise refer to HMIS data collection, until such time as HMIS becomes sufficiently available and staff can be trained to use it. BACS further agrees to ensure that all data recorded in this interim solution is eventually transferred to HMIS when it becomes available for use.

BACS agrees to provide spending reports and accompanying documentation, with format and frequency as required by other funding sources.

Monitoring Activities:

Program Monitoring:

- Program monitoring may include review of operations, client eligibility, client records including any required releases or documentation for federal/county funding, back-up documentation for reporting progress towards meeting service and outcome objectives, coordination and communication with HHCS and Alameda County, and coordination with service providers who come to the site or serve as client referrals.

Fiscal Compliance and Contract Monitoring:

- Fiscal monitoring may include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals.
- Compliance monitoring will include review of Personnel Manual, Policy Manuals or Documentation, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs.

EXHIBIT B
TERMS AND CONDITIONS FOR PAYMENT

City of Berkeley Annual, Quarterly, and Monthly Required CDS Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Statements of Expense are due monthly by:
 - August 31, for period ending July 31
 - September 30, for period ending August 31
 - October 31, for period ending September 31
 - November 30, for period ending October 31.
 - December 31, for period ending November 30
 - January 31, for period ending December 31
 - February 28, for period ending January 31
 - March 31, for period ending February 28.
 - April 30, for period ending March 30
 - May 31, for period ending April 30
 - June 30, for period ending May 31
 - July 31, for period ending June 30.

3. General Ledger and Statement of Revenues and Expenditures (for the Program) are due monthly by:
 - August 31, for period ending July 31
 - September 30, for period ending August 31
 - October 31, for period ending September 31
 - November 30, for period ending October 31.
 - December 31, for period ending November 30
 - January 31, for period ending December 31
 - February 28, for period ending January 31
 - March 31, for period ending February 28.
 - April 30, for period ending March 30
 - May 31, for period ending April 30
 - June 30, for period ending May 31
 - July 31, for period ending June 30.

4. Equipment Inventory Tracking Sheet is due by:
 - August 31, for the period covering July 1 to June 30.

5. Others... (reports are required if the box next to the report is checked)
 - Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from

Alameda County HMIS administrators that include Contractor's data.

Other:

- A. Monthly Rapid Rehousing Rent Rolls by funding source (ESG, Measure P)
- B. Monthly General Ledger with amounts by payee and tenant

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

Advance Payment Requests:

- The City of Berkeley may withhold payment of all or a portion of Contractor's advance payment request when the Contractor has not complied with provisions of the current Agreement. Such matters of non-compliance may include, but are not restricted to, the delivery of patient and related services, submission of client service data and required reports, submission of documents supporting reimbursement requests which verify expenditures incurred, maintenance of proper records, submission of revenue reports, disallowance as a result of interim audit or financial compliance evaluations, or other conditions as required in this Agreement by Federal, State or County regulations.
- Contractor shall submit all invoices within thirty (30) days following the expiration of this Agreement. All invoices submitted after thirty (30) days following the expiration date of this Agreement will not be subject to reimbursement by the City of Berkeley. Any "obligations incurred" which are included in the invoice and paid by the City, but which remain unpaid by the Contractor after thirty (30) days following the expiration date of the Agreement will be disallowed under audit by the City.

Financial Controls, Records, and Audit:

- Contractor shall bear financial responsibility for the provision of services rendered to the target population.
- Financial Records: Contractor has sole authority over accounting and systems for the development, preparation and safekeeping of records and books of account relating to contracted services, including the preparation and submission of any cost reports, supporting data and other materials in connection with reimbursement under Medicaid and other third-party payment contracts and programs.
- Audit: Contractor will participate in an annual fiscal audit to be pre-scheduled and conducted by the City. The fiscal audit will include a financial review of one monthly reimbursement request, specifically: verification of all related financial support documentation utilized in the development of the specific reimbursement

request; and, examination of Contractor financial record-keeping systems and procedures relative to the development of the reimbursement request and receipt of payment. Upon completion of the annual fiscal audit the County will provide Contractor a findings report with applicable corrective measures, as necessary. Timelines for executing applicable corrective measures shall be negotiated between Contractor and the County.

Other Provisions:

- The continuation of this Contract and payments hereunder shall be subject to the availability of funds to the County of Alameda. Alameda County agrees to notify the Contractor in writing of any modifications related to changes in available funding.

Other Requirement:

Client Satisfaction Survey: The City of Berkeley Community Funding program is requiring that that all agencies incorporate a program-specific Client Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the program's survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident. Please See **Attachment A** for full details including required questions.

Attachments:

A. Client Satisfaction Survey Required Elements

B. Emergency Solutions Grant Policies and Procedures City of Berkeley Manual

Attachment A

Guidance for Contracted Agency:

The City of Berkeley Community Funding program is requiring that that all agencies incorporate a program-specific Consumer Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident.

At minimum, all programs shall include **questions 1-4, and one or more** of the program-specific questions. You may choose the program specific questions that best fit your program.

Please contact your Contract Monitor if you have specific concerns or questions related to this based on your program. For example, if your agency works with families as a unit of care, rather than individuals, you may alter the text to best reflect your client base. For example, you may modify question 1 below to say “I am satisfied with the services my family received from this program.” Please contact your Contract Monitor if you have questions or need additional guidance.

Sample instructional language to include in your survey:

Please rate how strongly you agree or disagree with each of the following statements. For statements that do not apply to your experience with our program, selected “Does Not Apply”. If you do not understand the question, find the wording confusing, or are not sure how to reply, select the “I Do Not Understand This Question” option.

ALL PROGRAMS:

Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
1. I am satisfied with the services I have received from this program.							
2. This program’s staff treated me with respect.							
3. This program helped me make progress towards my goals.							
4. This program met my needs.							

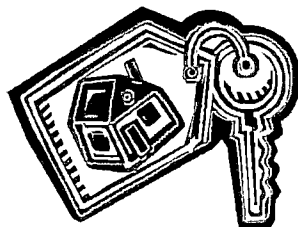
PROGRAM SPECIFIC QUESTIONS:

CHOOSE ONE OR MORE OF THE FOLLOWING TO INCORPORATE INTO YOUR PROGRAM SURVEY:							
Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
5. As a direct result of participating in the program I have what I need to maintain my independence.							
6. As a direct result of participating in the program my overall health and wellness has improved.							
7. As a direct result of participating in the program I have what I need to remain housed.							
8. As a direct result of participating in this program my housing situation has improved.							
9. As a direct result of participating in the program I have an increased understanding of community resources and supports.							
10. As a direct result of participating in the program I have enhanced skills and/or knowledge.							
11. As a direct result of participating in the program I have what I need to achieve my educational goals.							
12. As a direct result of participating in the program I have what I need to reach my employment goals.							
13. As a direct result of participating in the program I feel more connected to my community.							
14. As a direct result of participating in the program I feel less isolated.							

15. As a direct result of participating in the program my legal rights have been protected.							
16. As a direct result of participating in the program I am better able to take care of my own needs.							
17. As a direct result of participating in this program I feel more financially secure.							
18. As a direct result of participating in the program I ... (PLEASE WORK WITH CITY STAFF TO IDENTIFY AGREED UPON LANGUAGE FOR YOUR PROGRAM)							
19. Is there anything else you would like to say about your experience with this program?							

City of Berkeley ESG Policies and Procedures
May 12, 2020

City of Berkeley



Emergency Solutions Grant
Policies and Procedures Manual

May 12, 2020

Revised

ESG Policies and Procedure Manual

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Introduction

The Emergency Solutions Grant (ESG) is a federal program administered by the US Department of Housing and Urban Development (HUD) and provides funding to eligible entities to address homelessness. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) significantly amended the legislation which authorizes the ESG program, updating and adding new requirements for compliance.

The ESG funds are distributed nationally to entitlement jurisdictions based on an approved HUD formula. The City of Berkeley (COB), an entitlement jurisdiction, receives the funding directly from HUD. The COB uses a competitive community agency request for proposal (RFP) process to select local organizations to carry out eligible programs and activities with the ESG funds.

Berkeley's ESG Policies and Procedures Manual is used to administer and implement eligible programs and activities including: Street Outreach, Emergency Shelter, Rapid Rehousing and Prevention Services. This manual includes the Priority Home Partnership Manual adopted by the County in 2014.

The City of Berkeley allocates the majority of its ESG funds to nonprofit agencies, known as "subrecipients", to carry out eligible activities.

This manual provides the policies and procedures to comply with federal requirements and locally established implementation policies which the COB has adopted to meet its responsibilities as a recipient of funding. Questions regarding any content of this manual should be directed to Kristen Lee in the Housing and Community Services Division of the City of Berkeley's Health, Housing and Community Services Department.

Interim Guidelines

The ESG Program requires that the Continuum of Care (CoC) develop and implement a centralized or coordinated assessment system, and a set of written standards for CoC and ESG funded activities. Once coordinated assessment is established, each ESG-funded program or project must use the assessment system, and recipients and subrecipients must work with the CoC to ensure that screening, assessment and referral of program participants are consistent with the written standards required for the ESG programs. Recipients should have prioritization policies in place that outline the process by which the agency will prioritize the most in need of services through its Coordinated Entry System (CES) process

A complete version of the ESG Interim Regulations can be found here:

https://files.hudexchange.info/resources/documents/24CFRPart91_11.21.11.pdf

Structure of the Manual

This manual is for ESG recipients, subrecipients, and interested parties. It provides detailed descriptions of eligible activities and costs, reporting requirements and steps that will be taken to determine eligibility, calculate financial assistance, recertify for eligibility, provide support and terminate ESG assistance for homeless prevention, street outreach, emergency shelter, rapid rehousing and prevention. Required and/or recommended forms and documents are provided in an Appendix of Forms and Documents at the end of the manual.



A document icon appears by every form that is referred to and clicking on the highlighted hyperlinks on the names of the form will take the reader directly to the referenced documents in the Appendix.

Some key forms and information are entered into the county-wide Homeless Management Information System (HMIS). Forms that are provided by HMIS are not included in this manual.

HUD Homelessness Definition

While HUD outlines four categories of eligible beneficiaries, the City of Berkeley targets its ESG funds to support households in Category 1 and 4 below.

Category 1 – Literally Homeless

An individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

Category 4 – Fleeing/attempting to flee domestic violence

Defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.

Program Manual

The City of Berkeley funds programs that meet the following objectives: (1) engage homeless individuals and families living on the street; (2) provide emergency shelters for homeless individuals; (3) provide essential services to shelter residents, (4) rapidly rehouse homeless households. Subrecipient contracts include detailed scope of services, which may include the eligible program components, summarized below. For a more detailed description of eligible categories see Section I.

1. **Street Outreach**

Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing or critical services, and provide them with urgent, non-facility-based care.

Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101.

2. **Emergency Shelter**

Essential Services for individuals in emergency shelter. Component services generally consist of case management, and linkages to employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.

Shelter Operations include maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings. For specific requirements and eligible costs, see 24 CFR 576.102

3. **Rapid Re-Housing**

Housing relocation and stabilization services and short-term and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in HUD's homeless definition found in the appendix of this document, move as quickly as possible into permanent housing and achieve stability in that housing. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirement and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

The City of Berkeley also uses ESG to fund the two eligible activities below:

4. **Homeless Management Information System (HMIS)**

Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107. More fully discussed on Page 25.

5. **Administration**

Up to 7.5% of recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. For specific

requirements and eligible costs, see 24 CFR576.108. More fully discussed on Page 25-26.

Section I. Eligible Activities

Street Outreach CFR576.101

Providing essential services necessary to reach out to unsheltered homeless people, connect them with emergency shelter, housing, or critical services, and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

- 1. Eligible Uses and Costs:** As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

A. Engagement

Activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connects with homeless assistance programs and/or mainstream social services and housing programs

- Initial assessment of needs and eligibility
- Providing crisis counseling
- Addressing urgent physical needs
- Meals, blankets, clothes, toiletries
- Actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs.
- Emergency shelter, transitional housing community-based services, permanent supportive housing, and rapid re-housing programs.

B. Case Management

Assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.

- Using the centralized or coordinated assessment system
- Conducting initial evaluation
- Verifying and documenting eligibility, counseling, developing, securing and coordinating services, obtaining Federal, State, and local benefits, monitoring and evaluating program participants progress, providing information and referrals to other providers, and developing an individualized housing and service plan, including planning a path to permanent housing ability

C. Emergency Health Services

- Direct outpatient treatment of medical conditions that are provided by licensed medical professionals operating in community-based settings, including streets, parks and other places where unsheltered homeless people are living.
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs



- Providing medication and follow-up services
- Funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area
- Must be of an emergency nature

D. Emergency Mental Health Services

Outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Crisis interventions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community
- Must be of an emergency nature

E. Transportation

Costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that, this travel takes place during the provision of service eligible under Street Outreach

- Costs of transporting unsheltered people to emergency shelters or other service facilities
- Cost of program participant's travel on public transportation
- Mileage allowance for service workers to visit program participants, using their own vehicle
- Travel costs of staff to accompany or assist program participants to use public transportation
- May only be provided to and from another eligible service

F. Services for Special Populations

- Provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under Street Outreach as per paragraphs (a)1) through (a)5) of 24CFR76.101.

2. Eligible Beneficiaries for Street Outreach

Provided to individuals or families defined as Homeless under the following categories:

- Category 1 – Literally Homeless is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence. This includes households with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation (such as a car, park, abandoned building, bus or train

station) or who are living in a supervised, publicly or privately operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, hotels and motels paid for by charitable organizations or by federal, state, or local government programs). An individual who is exiting an institution where s/he resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution also qualifies.

- Category 4 – Fleeing/Attempting to Flee DV is defined as fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; has no other residence; and lacks the resources or support networks (e.g. family, friends, faith-based or other social networks) to obtain other permanent housing.
- Must be living on the streets or other places not meant for human habitation and be unwilling or unable to access services in emergency shelter.



Section II. Emergency Shelter *CFR576.102*

Providing essential services to homeless families and individuals in emergency shelters and operating emergency shelters, While HUD authorizes additional essential services, the City of Berkeley primarily funds the below activities:

1. Eligible Beneficiaries: *Emergency Shelter* can be provided to individuals or families defined as Homeless under the following categories:

- Category 1 - Literally Homeless
- Category 4 - Fleeing/Attempting to Flee DV

Referral System: The North County Coordinate Entry System Housing Resource Center (HRC) operator will refer households who meet the above criteria to available shelter beds. The HRC will ask the household a series of questions that will: 1) confirm housing status falls within Category 1 or 4; 2) determine need for follow-up assessment and linkage to other available resources, i.e. Rapid Rehousing, Permanent Supportive Housing, etc. and 3) interest in a shelter referral. These referrals will be made primarily through street outreach teams but may also be made through the North County HRC. All shelters in Berkeley adhere to the Alameda County Shelter Standards, which outline policies and procedures for admission and discharge. As of 2017, emergency shelters in Berkeley have removed length of stay requirements.

Care Coordination: Shelter operators will attend two North County CES case conferences a month to discuss needs and coordinate services for participants staying in the shelter. Eligible participants will have access to rapid rehousing funds and services to assist them in existing to permanent housing as quickly as possible.

HMIS Documentation: All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31.
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

2. Eligible Uses and Costs: As evidenced and tracked by agency quarterly program reports, statements of expense, and general ledgers.

a. Case Management

- The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant
- Using the centralized or coordinated assessment system
- Conducting the initial evaluation, including verifying and documenting eligibility
- Counseling
- Developing, securing, and coordinating services and obtaining federal, state and local benefits
- Monitoring and evaluating program participant progress
- Providing information and referrals to other providers
- Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking
- Developing an individualized housing and service plan, including planning a path to permanent housing stability
- Referrals and linkages to child care, education services, substance use and legal services

b. Employment Assistance and Job Training

- Classroom, online, and/or computer instruction
- On-the-job instruction
- Services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential
- Learning skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates
- Employment screening, assessment, or testing
- Structured job skills and job-seeking skills
- Special training and tutoring, including literacy training and prevocational trainings
- Books and instructional material
- Counseling or job coaching
- Referral to community resources

c. Outpatient Health Services

- Direct outpatient treatment of medical conditions and are provided by licensed medical professionals
- Assessing a program participant's health problems and developing a treatment plan
- Assisting program participants to understand their health needs
- Providing directly or assisting program participants to obtain appropriate emergency medical treatment, preventive medical care, and health maintenance services, including emergency medical services
- Providing medication and follow-up services
- Preventive and non-cosmetic dental care



- Funds may be used only for these services to the extent that other appropriate health services are unavailable within the area

d. Life Skills Training

- Costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness
- Must be necessary to assist the program participant to function independently in the community
 - Budget resources, management money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting

e. Mental Health Services

- Outpatient treatment by licensed professionals of mental health conditions
- Application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances
- Family and marital relationships, parent-child problems, or symptom management
- Crisis interventions, individual, family, or group therapy sessions
- Prescription of psychotropic medications
- Explanation about the use and management of medications
- Combinations of therapeutic approaches to address multiple problems
- Funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community

3. Eligible Costs

a. Transportation

- Costs of a program participant's travel to and from medical care, employment, child care, medical care, employment, child care, or other eligible essential services facilities
- Cost of a program participant's travel on public transportation
- Mileage allowance for services workers to visit program participants, while utilizing their own vehicles
- Travel costs of staff to accompany or assist program participants to use public transportation

b. Operations

- Maintenance
- Rent
- Security

- Fuel
- Equipment
- Insurance
- Utilities
- Food
- Furnishings
- Supplies necessary for shelter operation
- Hotel/Motel vouchers

c. Maintenance

- Cost of minor or routine repairs to shelter building
- Cleaning
- Minor or routine repairs of furnishings, equipment, and fixtures
- Protective or preventative measure to keep a building, its systems, and its grounds in working order
- Professional services for:
 - Heating/cooling system
 - Plumbing
 - Electrical
 - Pest Control
 - Lawn Care
 - Snow Removal

d. Rent

- Cost of rent payment for the use of building to provide emergency shelter

e. Security

- Cost of equipment in order to secure shelter building
- Security System
- Locks
- Safety equipment

f. Fuel

- Cost of fuel for use of shelter vehicle to transfer shelter residents in order to provide services and connect with community resources

g. Insurance

- Cost of property insurance for shelter building



h. Utilities

- Cost of providing utilities for shelter building
- Electricity
- Gas
- Water
- Landline telephone service

i. Food

- Cost of providing food to shelter residents

j. Furnishings

- Cost of furnishings for shelter building
- Beds
- Tables
- Chairs
- Other reasonable furniture to provide comfortable accommodations to shelter residents

k. Equipment

- Cost of reasonable equipment to allow for activities of shelter to continue functioning
- Equipment to allow for the following activities to function:
 - Food preparation/distribution
 - Cleaning/Sanitation
 - Laundry

l. Supplies

- Cost of supplies necessary for the operation of the emergency shelter
- Paper products
- Kitchen supplies
- Bathroom supplies

4. Client Documentation (Emergency Shelter)

A. Forms

- Agency is able to create own forms as long as the documentation requirement is met

B. Client Documentation: Intake/Eligibility Documentation

- Documentation of initial evaluation to determine the eligibility of each individual or family's eligibility for ESG program
- Documentation of homeless status
- ESG-213, 214, 215 forms
- Required form

- HMIS Consent Form
- Required form

c. *Case Management Documentation*

- Documentation of case management services
- Documentation of housing plan for stability in permanent housing
- Documentation of connecting participants to mainstream and other resources for supportive services



Section III. Homeless Prevention and Rapid Rehousing

A. Participant Eligibility

To be eligible to receive ESG prevention or rapid rehousing assistance, participant households in Alameda County must meet both national and local requirements, and this eligibility must be documented with an application and supporting documentation kept in a client file. These requirements include:

- Participants must be homeless or at imminent risk of homelessness, per the applicable HUD definitions in the ESG regulation (§576.2) supported by documentation;
- Participants must be one of the locally targeted populations for the program, as specified on the application and eligibility determination form;
- Participants must be willing to participate in the program and to meet the terms of a self-developed Housing Stability Plan;
- Participants may not have already received 24 months of ESG assistance during the past 36 months (§576.105(c));
- Participants must meet the local asset policy, including having cash or equivalent assets of less than \$2,000 per single individual and \$3,000 per couple;
- Participants receiving prevention assistance must have incomes at or below 30% of the Area Median Income (§576.103).

B. Eligibility for Rapid Rehousing

Rapid rehousing provides financial assistance and supportive services to individuals or families that are literally homeless, staying in shelter or transitional housing or on the streets or other places not suitable for human habitation, or exiting institutions and having entered from one of these locations. Eligibility for rapid rehousing includes those fleeing domestic violence who are living in one of the places named above.

In keeping with the intentions of the program, rapid rehousing assistance will be used primarily to serve households that are:

1. Adults or family households able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG financial assistance anticipated to be of six months or less duration;
2. Adults or family households able to be rehoused rapidly with an ongoing subsidy from another source anticipated within six months of ESG program participation
3. Transition-age youth, especially those recently discharged from foster care, who are able to be rehoused rapidly without anticipation of an ongoing subsidy, with ESG assistance of eighteen months or less duration.

C. Eligibility for Prevention Assistance

Prevention assistance will be directed to persons who are not literally homeless but are at imminent risk of homelessness per the HUD Homeless definition (Category 2). Prevention assistance may include support to a household to retain its current housing or to move to other housing without having to become literally homeless. While the ESG regulations allow for ESG prevention to be provided to those categorized as “at-risk” but not necessarily at “imminent risk”, Alameda County ESG programs will target prevention services specifically to those that are at “immediate risk” defined as:

- An individual or family who will imminently lose their primary nighttime residence, provided that:
- the primary nighttime residences will be lost within 14 days of the day of application for homeless assistance;
- no subsequent residence has been identified; and,
- the individual or family lacks the resources of support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

Within the category of “imminent risk” special attention and outreach will be done to target those households that are:

- doubled up with family and friends, must move within 14 days and are seeking to enter shelter;
- living in a hotel or motel using their own resources, must leave within 14 days, and are seeking to enter shelter;
- living in their own housing, are being evicted for non-payment of rent, must leave within 14 days, and are seeking shelter;
- fleeing domestic violence;
- imminently leaving foster care, or have recently left foster care and are at imminent risk of losing their current housing.

D. Eligibility Determination

Program operators must determine that potential participants are eligible for assistance, and document this eligibility, including verifying income and housing status. The Program Application and Eligibility Determination Form contains key questions and documentation requirements.



A copy of the [ESG Program Application and Eligibility Determination Form](#) can be found in the Appendix. This document and all supporting documentation should be placed in the Participant’s File. A cover sheet for participant files with a list of program documents can be found [here](#).

Ineligible applicants: If a household is assessed and determined to be ineligible, the program operator must notify the household that they have been determined to be ineligible, provide them with appropriate referrals which should be noted on the application form, and create a client file documenting the assessment process and determination.

E. Enrollment

Once found eligible, to enroll the head of household must sign the ESG Participation Agreement complete the HMIS ROI and staff must complete an HMIS Standard Intake Form (SIF) for all household members.



A copy of the ESG Program Participation Agreement can be found in the appendix, immediately following the Application form.

▣ The HMIS Release of Information (ROI), and the Standardized Intake Form (SIF) are developed and updated by the staff at Alameda County Housing and Community Development Department, in accordance with HUD regulations. Housing Agency staff must ensure that the forms in use are the most recent ones, as HUD and local requirements change periodically. If you are unsure that the forms are the most recent, email HMIS@acgov.org.

F. Budget and Housing Stability Plan

The purpose of ESG Prevention and/or Rapid Rehousing assistance is to provide the support necessary to help the household retain or gain housing in the shortest period of time possible. Critical to being able to retain the housing is a budget and a housing plan. The budget is also needed to determine the amount of financial assistance to be provided.

The Housing Stability Plan should be updated as frequently as necessary to reflect changing situations. Once a participant has moved into housing, the housing specialist and participant should prepare a new Housing Stability Plan that emphasizes those steps or actions needed to retain housing.



A Sample Budgeting Worksheet and a sample Housing Stability Plan format can be found in the Appendix of Forms. ***ESG-funded programs may use another version of these forms if approved by the recipient.*** Be sure to make a copy of the Budget and Housing Plan for the participant and insert a signed copy in the participant's file.

G. Financial Assistance for Housing

• ***Eligible Financial Assistance Expenses***

The ESG program has the ability to provide temporary financial assistance to participants on a short or medium-term basis. This assistance may include:

- **Security Deposits:** The housing agency may provide a maximum of two times the monthly rent for a unit as a security deposit to assist a participant to secure housing. At such time as the participant may leave the unit and the landlord return all or part of the deposit to the participant, the participant may retain any balance to use toward a new housing situation.
- **Utility Deposits:** If, in order to begin utility service, the household must provide a deposit to a utility company, the program may assist with this deposit.

H. Rental Assistance payments: If the participant cannot currently afford to rent a unit in the community but is reasonably anticipated to have sufficient income, either through employment or benefits, within approximately six months the program may provide a rental subsidy for the participant. Such subsidies will be as low as possible:

- If the participant has an income he/she is expected to contribute at least 50% of his/her

income toward the rent, unless the participant is expected to receive a permanent housing subsidy within approximately six months, in which case the participant may pay only 30% of their income. Documentation of the expectation of a permanent subsidy should be included in the file.

- If the participant has no income, the program may subsidize the entire rent for the first three months.
- Rental assistance may be conditioned on the participant fulfilling his or her agreements as part of the Housing Stability Plan and is never offered for more than three months at a time. To continue rental assistance after three months, the program must recertify the participant.

See Section 6: Three Month Reassessment of Eligibility

- **Past due rent arrears:** If in order for a household to retain their housing they must pay past due rent the program will cover up to three months of rent arrears not to exceed \$3,000
- **Past due utility arrears:** In rare cases, the ESG program will provide funding for past due utilities. The program will only provide such funding for prevention clients if failure to do so will result in the loss of utilities and under the terms of the participants lease this would be grounds for eviction. The program will only provide utility arrears assistance to rapid rehousing clients if utility arrears mean that then household will be unable to establish utility service in their new housing.
- In addition, ESG funds may be used to cover the costs of rental applications provided this is a fee that is charged by the owner to all applicants.

I. **Determining the Amount of Financial Assistance**

- The amount of financial assistance is determined by the amount needed to secure the housing and by the amount of contribution the household is able to make toward the housing costs.
- For one-time costs, such as security deposits, and rent and utility arrears, the program will pay the entire amount if the household will have less than 50% of income available after paying rent, the household's budget does not contain any disposable income, and the household assets are less than
- \$500.00. If the household has assets greater than \$500, and/or the household budget indicates income is available to make a portion of the payment, the household should be required to provide a portion of the deposit and/or arrears. The household's payment may be made through a payment plan with the landlord or utility company if that is possible.
- With supervisor approval, households may be permitted to contribute less toward the rent for a brief period to cover other extraordinary costs. The program may pay the entire rent on behalf of households that have no income.



The ESG Financial Assistance Calculation Form can be found in the appendix. The program should complete the form with the participant and the participant should sign it. This calculation needs to be prepared every three months for households receiving medium-term rental assistance.

All financial assistance provided must be recorded in HMIS.

J. Supportive Services and Connection to Mainstream Resources

- Whether covered by ESG funds or other sources, ESG programs are expected to assist clients with housing stability case management and with housing search and placement services as needed.
- Housing stability case management includes:
 - Conducting the official evaluation of eligibility and need, including verifying and documenting eligibility
 - counseling
 - developing, securing, and coordinating services and assistance in obtaining Federal, state and local benefits
 - monitoring and evaluating participant progress;
 - providing information and referral to other providers;
 - developing an individualized housing plan to permanent housing stability; and
 - conducting reevaluations.

These services may not exceed 30 days during the period the program participant is seeking permanent housing, and may be provided for up to a total of 24 month within a 36-month period.

- While providing prevention or rapid rehousing financial assistance, the program must ensure that the participant meets with a case manager not less than once per month to assist the participant in ensuring long-term housing stability. Case management should be provided more frequently if needed.
- Housing search assistance are those services intended to assist program participants in locating, obtaining, and retaining suitable permanent housing, and are expected to be offered to all participants receiving rapid rehousing assistance or prevention assistance that includes moving to another unit. These include:
 - assessment of housing barriers, needs, and preferences;
 - development of a plan for locating housing;
 - housing search;
 - outreach and negotiations with landlords; and
 - assistance with submitting rental applications and understanding leases.

K. Links to Mainstream Services

As part of the stability case management, each participant is expected to be assisted, as needed to obtain other services and mainstream benefits including:

- appropriate supportive services including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living, and
- other federal, state, local, and private assistance available to assist the program participant in obtaining housing stability, including
- Medi-Cal or other medical insurance
- TANF
- Food Stamps/Supplemental nutrition assistance (SNAPS)
- WIC
- Unemployment insurance
- SSI/SDI
- Child and adult care food program
- Other mainstream programs from which the household could benefit



While no specific form is provided for this documentation, all case management meetings must be documented in the participant file, and/or in the HMIS case management module. Documentation should include evidence of assistance provided to obtain mainstream resources and the results of that assistance. Subrecipients are encouraged to check with the recipient for approval of documentation.

L. Legal Services

- ESG funds may be used for legal services that are necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides. More detail on eligible legal services activities can be found at (§576.102 (a)(1)(vi) and (§576.105(b)(4).
- While legal services providers that do not provide financial assistance are not required to complete the financial assistance calculation form, they must ensure that all households assisted meet program eligibility (Section 1 above) including completing the application for assistance to document participant eligibility, and must ensure that the units assisted meet the habitability standards in Section 5 below.

M. Housing Unit Requirements

In addition to the household being eligible, the unit to be assisted must also meet eligibility requirements. These include that the rent is both reasonable and at or below the Fair Market Rent market rent, and that the unit meets habitability standards.

Rent Reasonableness and Compliance with Fair Market Rent

- ESG programs must perform both a rent reasonableness determination and document that the rent falls at or below the Fair Market Rent on every unit assisted, whether for prevention or rehousing.
- “Rent reasonableness” means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same time period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted units.
- To make this determination, the recipient or subrecipients should consider:
 - the location, quality, size, type, and age of the unit; and
 - any amenities, housing services, maintenance and utilities to be provided by the owner.
 - Comparable rents can be checked by using a market study, by reviewing comparable units advertised for rent, or with a note from the property owner verifying the comparability of charged rents to other units owned (for example, the landlord would document the rents paid in other units). NOTE that not every element in the suggested list of nine things to check for must be known to establish a comparable unit. See more guidance at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11753.pdf
- The Fair Market Rent (FMR) is a benchmark established by HUD for regions. For ESG, the FMR is the maximum rent permitted even if other similar units rent for more.

Final FY 2020 FMRs By Unit Bedrooms				
Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
\$1,545	\$1,875	\$2,335	\$3,215	\$3,945

Source: <http://www.huduser.org/portal/datasets/fmr.html>

The above chart displays the Fair Market Rents applicable during FY2020. Fair Market Rents are updated and published by HUD every year. Programs must ensure that they are using the FMR’s in effect at the time of their determination.



A copy of a Rent Reasonableness and FMR Certification form can be found in the forms appendix. Subrecipients may use an alternative rent reasonableness determination form meets the requirements of the ESG regulations §576.106 and has been approved by the ESG recipient.

n. Housing Inspection

In order to ensure that ESG funds are used in housing that meets minimum habitability standards, an inspection must be performed on every unit assisted, whether for prevention or rehousing. This inspection includes compliance with the Lead Paint Poisoning Prevention Act.



A copy of a suggested Habitability Standards Inspection Form can be found in the forms appendix. Subrecipients may use an alternative inspection form as long as it covers all of topic areas required under ESG regulations §576.403 and has been approved by the ESG recipient.

o. Rental Assistance Agreement

- Relationships with landlords are a central component of the program. The housing specialist assists both the participant and the landlord to make the housing successful.
- Once a unit has been identified and inspected, the housing agency must ensure that:
 - The tenant receives a written lease or rental agreement from the landlord which clearly outlines the terms of tenancy and conforms with applicable California and local law; and
 - a) The landlord is apprised of the nature of the program, the anticipated support to the participant, the obligations of the landlord, and the manner in which the landlord may contact the program if there are concerns.
- At a minimum, the housing agency will provide the landlord with a copy of the Rental Assistance Agreement Letter describing the program and outlining the basic support the participant is anticipated to receive. The landlord must sign the letter and return it to the agency. Some agencies may prefer to use a contract or housing assistance payments (HAP) agreement that outlines in greater detail the rights and obligations of the parties. Use of such an agreement is fine if it covers all requirements in the ESG regulations §576.106 and has been approved in advance by the ESG recipient.

In order to determine that the landlord named on the lease is the legitimate owner of the property, the housing agency will use a database service, such as Realquest, or another manner to verify and document the ownership. In addition, the housing agency shall collect a W-9 from the landlord or property management agency and follow all IRS reporting requirements.



A copy of the Rental Assistance Agreement Letter is included in the appendix. A copy of this letter or an acceptable substitute agreement should be kept in the participant's file, along with a copy of the tenant's lease and printout from the database used to verify the ownership of the unit and a copy of the W-9. The original W-9 must be given to the housing agency's finance division.

p. Three Month Reassessment of Eligibility

Any participant who receives more than three months of assistance from the program needs to be formally reassessed. This is distinguished from the more frequent check-ins and meetings with the



client, which should occur frequently and as needed, and are recorded in case notes.

During the reassessment process, the program is, at a minimum, confirming:

- The participant has not received more than 24 months of assistance, including any arrears coverage.
- The participant's income level is such that there is still a need to provide financial assistance in order to maintain housing stability, and income is not greater than 30% of the Area Median Income (AMI)
- The participant is making documented progress on their housing plan and taking the steps needed towards housing stability without program financial assistance.
- The participant lacks the financial resources or support networks to secure their housing without continued assistance.

The three-month reassessment is also used to update the participant's HMIS record with current information about housing and income.

Once the three-month reassessment of eligibility is completed, the household should be notified whether they will continue to receive assistance or not, including signing the reassessment form. If continuing to receive assistance, new documents, including an updated housing stability plan, budget and financial assistance calculation should be prepared and discussed with the client.



A copy of the Three Month Reassessment of Eligibility is included in the appendix. The Reassessment requires updated documentation of income, which should be attached to the form and included in the file.

☑ Key pieces of information from the Three-Month Reassessment Form, including any change in income or address is to be entered into HMIS. (In the future, the Three-Month Reassessment may be an HMIS provided form.)

Q. Termination of Housing Assistance or Program Participation

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

R. Termination of Housing Assistance or Program Participation

- Housing assistance under this program is intended to be temporary and to help participants secure housing that they can remain in without long-term financial support. Any housing assistance is contingent on the participant's active participation in carrying out the terms of

his/her Housing Stability Plan. Failure to take steps agreed to in the plan, such as seeking work, applying for benefits, looking for housing or accepting housing that meets the participant's criteria are a reasonable basis for recommending termination of financial assistance.

- If a program participant is found to be violating the participation agreement, reasonable efforts will be made and documented by staff to assist the participant to address the issue or correct the violation prior to terminating services. Violations that endanger staff, any other participant, any other person, or the viability of the program as a whole will be acted upon immediately.
- If a participant is determined to be in continued or grave violation of the program rules, a written Notice of Termination of Assistance will be provided to the program participant containing a clear statement of the reasons for termination, the date on which the termination will become effective, and the process for appealing the decision.
- Participants receiving a Notice may request that the decision to terminate participation be reviewed by making a request to the designated supervisor within the agency. This request must be made in writing and must be reviewed the request within 14 calendar days. A written notice of the final decision will be issued to the participant.
- The program may also resume assistance to a program participant whose assistance was previously terminated with the approval of the Program Manager.



A sample Notification of Termination of ESG Assistance is provided in the Appendix of Forms. Subrecipients may use an alternative Termination form as long as it covers all of topic areas required under ESG regulations §576.402 and has been approved by the ESG recipient.

s. Grievances and Appeals

ESG subrecipients must notify participants of the agency's grievance policy at the time of program enrollment, including providing them with a written copy of the policy and keeping a copy of a signed version of the policy or other notification in the participant file. Housing agencies will follow their agency grievance and appeals process, through to the level of the highest ranking staff member of the agency or as may be otherwise specified in the agency's approved policy and procedures.

If there is a grievance specific to the ESG that has not been resolved through the agency grievance process, ESG program participants may appeal to the local recipient. Recipients will follow their appeal process.

t. Program Exit

Upon completion or termination of the program, all members of the household should be exited in HMIS. Information including household income, final address and housing status should be recorded and updated.



The Exit Form is an HMIS-provided form. A printed copy of the form(s) should be kept in the participants file and all data entered into HMIS.

Section IV. Housing Management Information System (HMIS)

CFR 576.107 ESG-Program-HMIS-Manual.pdf

ESG funds may be used to pay for the costs of participating in and contributing to the Homeless Management Information Systems (HMIS) designated by the Continuum of Care for the area.

1. Eligible Costs

- a. The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:
 - Purchasing or leasing computer hardware, purchasing software or software licenses, purchasing or leasing equipment, including telephones, fax machines, and furniture
 - Obtaining technical support
 - Leasing office space, charges for electricity, gas, water, phone service, and high speed data transmission necessary to operate or contribute data to HMIS
 - Paying salaries for operating HMIS that can include data entry, monitoring and reviewing data quality, data analysis, training staff on using HMIS or comparable data base, implementing and complying with HMIS requirements, paying for staff to attend HUD-sponsored and HUD- approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act; paying staff travel costs to conduct intake, paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. (The HMIS Lead
 - is the entity designated by the Continuum of Care to operate the area HMIS
 - If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time and generates unduplicated aggregate reports based on the data. Note: information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS

Section V. Administration

CFR 576.108

a. Eligible Costs

- The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 576.101 through 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
 - General Management, oversight and coordination and can include salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging these costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following: program budgets, schedules and amendments; developing systems for assuring compliance, developing interagency agreements and agreements with subrecipients; monitoring; reporting and preparing other documentation directly related to the ESG program for submission to HUD; coordinating resolution of audit and monitoring findings; evaluating program results; managing and supervising persons whose primary responsibilities with regard to the program as those described in (a)(1)(i)(A) through (G) of this section; travel costs incurred for monitoring; administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
 - Training on ESG requirements. Costs of providing training on ESG requirements and attending HUD-sponsored ESG training.
 - Consolidated plan. Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
 - Environmental Review. Costs of carrying out the environmental review responsibilities under 576.407

b. Sharing Requirements

If recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations. If the recipient is a territory, metropolitan city, or urban county, the recipient **may share** its funds for administrative costs with its subrecipients.

Section VI. City of Berkeley Monitoring of Subrecipients

The City of Berkeley require Sub-recipients to submit the below program and fiscal reports on a quarterly basis in the City of Berkeley's online contracting system:

- Program Report with client demographics
- Homeless Management Information Systems Program Report with outcomes
- Annual Status Report for CDBG/ESG/HOME funded projects only
- Advance Payment Request Form
- Statement of Expense

At the end of the fiscal year subrecipients must submit a year-end general ledger and profit and loss statement that supports the year-end statement of expense report. On a biennial basis, the City conducts a full monitoring of the program that includes a review of the agency's administrative, program, and financial practices and records. The monitoring is performed using the below City of Berkeley and HUD monitoring tools.



See Part III in Appendix for program monitoring forms:

1. City of Berkeley Administrative Review
2. City of Berkeley Program Review
3. City of Berkeley Financial Review
4. HUD Chapter 28-3 Guide for Review of ESG Sub recipient Grant Management
5. HUD Chapter 28-6 Guide for Review of ESG Rapid Rehousing and Homeless Prevention
6. HUD Chapter 28-8 Guide for Review of ESG Financial Management and Cost Allowability

Below is the City's monitoring protocol and timeline:

1. Identify time period to monitor. Recommend 4th quarter. Ensure you have the Program Report, Statement of Expense and GL before the planned monitoring visit. Monitors will email the Community Agency to schedule the monitoring visit and entrance conference and prepare Monitoring Guides in CDS and provide to Agency in preparation of the monitoring visit. CDS will send the Agency a standardized message about the upcoming monitoring visit as well.
2. In addition to City developed monitoring guides, the monitor will include Federal monitoring guides when reviewing federally funded agencies. For Emergency Solutions Grant (ESG) and Community Development Block Grant (CDBG) funded agencies, the monitor will provide appropriate CDBG and ESG monitoring guides found in Chapters 3 and 28 in the Community Planning Monitoring Handbook 6509.2 located here: https://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/6509.2
3. Monitors should give at least several weeks' notice and negotiate a time that is mutually convenient, describe the information to be reviewed, provide Community Agency staff with a copy of the Monitoring Guides, indicate expected duration of the monitoring, agency staff needed for interviewing, and space required.



4. The entrance conference will provide an overview of the purpose, scope and schedule of document review to the Community Agency Contract Representative and staff that will be involved. This may be three separate meetings to cover the three areas: Administration, Financial and Program.
5. Attend monitoring visits and complete the monitoring guides.
 - a. Collect required documents
 - b. Review three budget line items from each program's Statement of Expense: salaries and two other expense line items that are material or appear to need verification.
1. Salaries: Review Timesheets, Contract Exhibit B salaries, against payroll register - which would have the name/s and salaries, paid to the staff identified as working in the program. Timesheets should:
 - ii. Show # of hours worked on COB contract activities.
 - iii. Support number of hours worked and agree with the payroll register.
 - iv. Verify Agency is paying COB minimum wage and/or living wage if applicable.
 - v. Verify if Agency is paying fringe benefit expenses charged to the program are supported by invoices paid to health insurance and worker's compensation insurance companies.
2. Line Items 2 & 3:
 - vi. Verify the expenses chosen in No. 2 above against the agency's ledger of detailed expenses. The ledger format would vary depending on the accounting software the agency is using (most agencies use Quick Books). The agency's account name, number, and balance can be found in the general ledger. Expense transaction details of how, when, and to whom payments were paid would show in a separate report. Generally, accounting software can generate a report showing these details sorted by funding source. The monitor must check that the expenses were:
 - a) Properly authorized and calculated, and
 - b) Expenses were charged to the proper funding sources. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations), and
 - c) Invoices were marked/stamped paid to avoid duplication of payments. Ideally, the account number used for the charge should be written on the face of the invoice. The monitor should note any deviation from these procedures as a concern (when immaterial or not quantifiable) or a finding (when it has material impact in the operations).
6. Exit Conference: At the Exit Conference, the monitor should:
 - i. Present tentative conclusions of monitoring;
 - ii. Provide an opportunity for the agency to correct any misconceptions or misunderstandings on your part Secure additional information from agency staff to clarify or support their position; and
 - iii. Provide an opportunity for subrecipient staff to report on any steps they are already taking to correct the matter.

7. Follow-Up Monitoring Report

1. The monitoring report, which is completed in CDS, provides a permanent, written record of the monitoring visit that is kept on file and provides an opportunity for the Community Agency to respond to recommendations, concerns and findings. The Report should recognize work performed well and point out corrections or improvements needed. It should identify all “findings” and “concerns,” and include specific recommendations for improvements. Findings must be supported by facts in the report. The letter should include deadlines for providing a written response and for correcting each deficiency identified. The letter is prepared by the Contract Monitor and reviewed and approved by the Contract Supervisor prior to sending to Agency. Monitoring Letter should be sent within 30 days of the visit.
8. Upon receipt of Agency response to monitoring report, the Contract Monitor will review agency answers to determine if the response and additional documentation, if needed and provided, is sufficient to regard the finding and/or concern resolved. The Contract Monitor will prepare a final response to either complete the monitoring or ask for additional information and submit to supervisor for review. The communication will continue until the finding and/or concerns are resolved.

Appendix of Forms and Documents

ESG Client File Document Check List
(click [here](#) to return to relevant section of manual)

Last Name: _____ First Name: _____ HMIS ID: _____

I. Eligibility Documentation (check or indicate date completed in blank to left)

- _____ Application for Assistance and Eligibility Screening Form
 - _____ Homeless Status/At-Risk Housing Status and Back up Documentation
 - _____ Income Eligibility Determination and Back up Documentation
 - _____ Asset Verification Documentation
- _____ Intake on Head of Household (HMIS SIF form)
- _____ Intake(s) on other household members **(if applicable)** (HMIS SIF form)
 - Intake on other adult _____ Intake on other adult _____
 - Intake on child: _____ Intake on child: _____
- _____ Other: _____

- _____ Current ROI _____ Date: _____

II. Documentation on the Housing Unit and/or Utilities (check or indicate date completed in blank to left)

- _____ Documentation of rent or utility arrears **(if applicable)**
- _____ Rent Reasonableness and Payment Standard determination for rental unit
- _____ Habitability Inspection (includes Lead Assessment)
- _____ Lease between Participant and Landlord
- _____ Rental Assistance Agreement with Landlord
- _____ W-9 Form
- _____ Other: _____
- _____ RealQuest or other owner verification documentation

III. Documentation of Assistance/Ongoing Services (check or indicate date completed in blank to left)

- _____ Household Budget
- _____ Housing Stability Plan
- _____ Financial Assistance Calculation Form
- _____ Links to Mainstream Resources
- _____ Case Management Notes
 - Three Month Reassessment(s) **(if applicable, insert dates)**
 - 1. _____ 2. _____ 3. _____ 4. _____
- _____ Exit Form (HMIS form)

- _____ Termination of Housing Assistance Form **(if applicable)**
- _____ Other: _____

ESG Application for Assistance and Eligibility Determination Form

(click [here](#) to return to relevant section of the manual)

Complete this form and have the head of household sign it. This form will determine eligibility and act as an application by the household for assistance.

Assessment Date: / / _____

Staff: _____ Agency: _____

A. General Information

1. Head of Household:

First: _____ Middle: _____ Last: _____ Suffix: _____

Complete ROI for Head of Household or check here _____ if current ROI on file

2. Other Members of Household

First Name	Last Name	Age	Relationship to Head of Household

Total number of persons in household: _____

If applicant is determined to be eligible for assistance, you must complete an HMIS Standard Intake Form (SIF) for every household member.

3. Why are you seeking assistance? Please choose an option, then describe below.

- I am living on the streets, or a place not meant for human habitation
- I am in a shelter or TH housing program and have been referred for rapid re-housing
- I am applying for shelter because I must leave where I am currently staying
- I want to keep the housing I have and am at imminent risk of losing it

Explanation: _____

I understand that I am applying for assistance from the federally-funded Emergency Solutions Grant Program. I understand that I am required to certify that all information in this application is true and to provide all required documents to determine eligibility and to enter into a housing stability plan if I am eligible for assistance. I also understand that financial assistance is not guaranteed, is time-limited, and may be terminated or adjusted at any time. I declare that all information I have provided in this application is true to the best of my knowledge.

Head of Household Signature: _____ Date: _____

B. Rapid Rehousing Assessment (Cross through and skip this section if applicant household is applying for prevention assistance)

Homeless Status Documentation: To receive rapid rehousing assistance, clients must be homeless by the HUD Homeless Definition and eligible for assistance under certain categories. Use this portion of the form if the applicant client household is Literally Homeless (Category 1), or is fleeing/attempting to flee domestic violence (*Category 4*) **and** also meets the category of Literally Homeless. Otherwise, complete Section B. of this form for Homeless Prevention.

1. Is household among the eligible target population for this program?

- Living/staying in a shelter.
- Living on the streets, a car, an encampment or a place not meant for human habitation.
- Living/staying in transitional housing.
- Exiting an institution where s(he) resided for 90 days or less and previously resided in a shelter or the streets or place not mean for human habitation.
- Fleeing or attempting to flee domestic violence **and also meets one of the above conditions.**

Documentation	
Literally Homeless – on the streets or in a shelter	(in order of preference for documentation) <input type="checkbox"/> Written observation by an outreach worker (attached), or <input type="checkbox"/> Written referral by another housing or service provider (attached) HMIS intake for shelter/TH, or <input type="checkbox"/> Self- certification that s(he) was living on the streets or in a shelter (attached)
Exiting an institution and entered from literal homelessness	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/ or documented oral referral (attached), or <input type="checkbox"/> Written report of intake workers due diligence to obtain above evidence <u>and</u> certification by the individual that they exited institution (attached)

Be sure to attach the supporting documentation to the application in file.

2. This household is a candidate for ESG rapid rehousing because:

- They are homeless but have adequate income to afford a place if assisted to obtain one with short-term assistance (deposit and up to one to three month’s rent subsidy).
- They are homeless and don’t currently have adequate income for housing but have potential to increase income to be self-sustainable within approximately 6 months and are willing to commit to a housing stability plan.
- They are currently homeless but with assistance can move into a stable situation with friends or family or another situation that doesn’t require an increase in income.
- They are currently homeless and are expected to receive a housing subsidy within six months from another source but need financial assistance to gain housing and/or support services

Subsidy anticipated:

- OPRI VASH Shelter Plus Care Other: _____

Note: ESG funds may not be used to cover any cost covered by another subsidy source. For rapid rehousing candidates with a subsidy, ESG may only be used to pay security deposit and utility deposits if needed to secure housing.

Current Subsidy _____ pays for: _____

No other subsidy currently

Proceed to Part D: Income Verification Section

C. Homelessness Prevention (Cross through and skip this section if applicant household is applying for Rapid Rehousing)

To receive Prevention assistance, clients may either be homeless under certain categories of the HUD Homeless Definition or At Risk of Homelessness under any category of that definition. Use this portion of the form if the applicant client household is at Imminent Risk of Homelessness (Category 2), fleeing/attempting to flee domestic violence **but** does not meet the category of Literally Homeless (Category 4) or is At Risk of Homelessness. Households who do not qualify for rapid rehousing or prevention assistance under these definitions are not eligible for ESG assistance under this program.

1. This household is a candidate for prevention assistance because:

- They are currently seeking shelter, and have been staying with family or friends who will no longer let them remain there. (Must be required to leave within 14 days.)
- They are staying in a hotel or motel using their own resources, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They are fleeing or attempting to flee domestic violence, have no other residence and lack the resource and support networks to obtain other permanent housing.
- They have a place to live with their name on the lease from which they are being evicted (must be required to leave within 14 days.)
- They are about to be discharged from foster care, or have recently been discharged from foster care, and the residence where they are currently living will be lost within 14 days

Documentation	
Imminent Risk of Homelessness	<input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave (attached), or <input type="checkbox"/> Leaving a hotel or motel – evidence that household has been staying in hotel/ motel (attached), and this application documents lack of resources <input type="checkbox"/> A documented and verified oral statement that residence will be lost within 14 days of the date of this application (attached), and this application documents lack of resources.
Leaving an institution, including foster care	One of the forms of evidence above <u>and</u> <input type="checkbox"/> Discharge paperwork or written/oral referral (attached), or <input type="checkbox"/> Written report of intake workers’ due diligence to obtain above evidence <u>and</u> certification by the individual that they exited an institution or foster care (attached)
Fleeing domestic violence	For victim services providers: <input type="checkbox"/> An oral statement, by the individual or head of household self-certified or certified by the intake worker, which states they are fleeing and have no subsequent resident or resources. For non-victim services providers: <input type="checkbox"/> An oral statement, by the individual or head of household self which states they are fleeing and have no subsequent resident or resources. Where the safety of the individual or family is not jeopardized, the oral statement must be verified.

2. Housing Assessment (Prevention Only)

If household intends to keep current housing, what is the monthly rent? _____



If the household intends to remain in their current unit, does the rent amount exceed the FMR payment standard (based on the chart below)?

No: Proceed to next page.

Yes: Client is not eligible to be subsidized in their current unit. Ask the client if they are interested in relocating to less expensive housing and if so, proceed with assessment. Otherwise, stop here; client is not eligible. Proceed to end of form

Final FY 2020 FMRs By Unit Bedrooms				
Studio/Efficiency	1-bedroom	2-bedroom	3-bedroom	4-bedroom
\$1545	\$1,875	\$2,335	\$3,215	\$3,945

Source: <http://www.huduser.org/portal/datasets/fmr.html>

Is your name on a rental agreement?

No Yes

If your name is not on a rental agreement, are you living with someone who has a rental agreement and who has notified you in writing that you must leave?

No Yes

If you owe back rent, how much do you owe? _____

How many month's rent is that?

One Two Three Four Five Six or more Don't Know

Is your landlord willing to accept rent from you?

No Yes Don't Know Does Not Apply

If you are at risk of eviction, where are you in the eviction process?

Have not been served formal notice Served a 3-day notice to pay rent or quit Served an Unlawful Detainer summons Eviction judgment has been issued

Does not apply

Do you currently receive any type of housing or utility subsidy or assistance from any other source?

No Yes

Subsidy pays for: _____

Note: ESG funds cannot be used to cover any cost covered by another subsidy source. For prevention candidates with a housing subsidy, ESG may only be used to pay the tenant portion of overdue back rent.

Be sure to attach housing status verification form and supporting documentation in file. Proceed to Part D: Income Verification Section

D. Income Verification

What is the combined income of this applicant household? _____

Household size: _____

Alameda County, California FY2020 Income Limits						
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
Extremely Low Income (30% of AMI)	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100

Source: HUD User FY 2019 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>.
 & Department of Health & Human Services (HHS) 2019 Federal Poverty Level Chart. <https://aspe.hhs.gov/poverty-guidelines>.

- At or below 30% AMI for household size
- Above 30% AMI for household size and seeking rapid rehousing assistance. Authorization of recipient may be required to proceed.

Required Authorization: _____ (if applicable)

- Above 30% AMI for household size and seeking prevention assistance— **INELIGIBLE**: Proceed to end of form.

You may use the ESG Income Eligibility Calculation Form or another similar form to determine income. Be sure to include income verification form and supporting documentation for determination in file.

E. Resources, Networks and Asset Determination

In addition to meeting the housing status and income requirements, applicants must demonstrate that they do not have sufficient support or resources to retain or gain housing on their own.

ii. Asset Assessment

To determine whether the applicant household has resources that could be used to prevent or end their homelessness, and to determine the amount of financial assistance to be provided, the program must review their assets. This portion of the form applies to all adults in the household listed on page 1.

- No Bank accounts

Bank Accounts (attach appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: _____ Type of account: _____ Name(s) on Account: _____
 Acct #: _____ Acct. Balance: _____ as of ____/____/____

2. Name of Financial Institution: _____ Type of account: _____ Name(s) on Account: _____
 Acct #: _____ Acct. Balance: _____ as of ____/____/____

Investment Accounts (obtain appropriate third party documentation for all accounts listed below)

1. Name of Financial Institution: _____ Type of account: _____ Name(s) on Account: _____
Acct #: _____ Acct. Balance: _____ as of ____/____/____

Other Assets

of Vehicles: _____ No Vehicles


Make: _____ Model: _____ Year: _____

Make: _____ Model: _____ Year: _____

For cars that are 2007 or newer, note blue book value: _____

Property or other (describe and note value): _____

Be sure to attached copies of bank statements or other asset verification

 If assets exceed **\$2,000** per individual or **\$3,000** per couple, if any vehicle is worth more than \$10,000, or if household has more working cars than adult drivers, the household is ineligible.

No Yes: ineligible. Proceed to end of form

ii. Personal Resource and Networks

Other subsequent housing options

What steps have you taken to identify other appropriate housing options that you can afford *without any assistance from this program*?

Summary of assessment: _____

Does the household have any other appropriate housing options? Yes No

2) Financial Resources

Do you have any other resources that you could use to help your household gain housing or remain in your housing? (See asset assessment; discuss use of participants personal resources to resolve situation.)

Summary of assessment: _____

Does the household have other financial resources sufficient to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

3) Support Networks

Do you have any other support networks that could help you gain housing or remain in your housing? (This would include family or friends who can lend or give money, a faith-based organization that can assist you, someone with whom you can live, etc.)?

Summary of assessment: _____

Does the household have support networks needed to obtain other appropriate subsequent housing or remain in their existing housing? Yes No

F. Approach to housing stability

How did your current situation of homelessness or housing instability come about?

Describe: _____

Are you currently doing anything to increase your household income or decrease your costs?

No Yes Does Not Apply

Describe: _____

If you are to be assisted, are you willing to participate in services to increase your income or decrease your costs?

No Yes Does Not Apply



If household is not currently working toward increasing income or decreasing costs and is unwilling to do so, the household *may be* determined as ineligible. (Note that households with a fixed income may not need to increase income to remain stable.)

Please add any other information pertinent to eligibility determination:

FOR STAFF USE ONLY:

Last Name: _____ First Name: _____ HMIS ID: _____

Eligibility Determination

A. Household is not eligible to receive ESG assistance due to:

- Not among target population for local program
- Ineligible Housing Status
- Over Income
- Households Assets exceed asset limit
- Household is already receiving a subsidy for the same cost for which the household is seeking assistance
- Adults in household unwilling to engage in activities or participate in services designed to support housing stability plan
- Household as already received 24 months of ESG assistance in last 36 months

If client is not eligible, inform client of determination and refer client to other programs that may be able to assist the household. Programs referred to:

1. Program: _____ How was referral made?: _____
2. Program: _____ How was referral made?: _____
3. Program: _____ How was referral made?: _____
4. Program: _____ How was referral made?: _____

B. Household is eligible to receive ESG assistance.

- Eligibility for rapid rehousing verified;** household will be enrolled and housing search assistance will begin.
- Eligibility for prevention assistance verified;** new housing has been identified or current housing is to be retained and program will proceed to check on unit eligibility and to offer financial assistance and housing stability support.

Staff signature: _____ **Date:** _____

Proceed to enroll the Household:

- o Complete ROI and HMIS Intake,
- o Sign the participation agreement,
- o Complete the Household Budget and develop Housing Stability Plan.
- o If housing unit is identified, complete unit documentation, Financial Assistance Calculation Form and other required documentation.

ESG Program Participation Agreement
(click [here](#) to return to relevant section of the manual)

The ESG Program provides support services and limited financial resources to help households gain housing or remain housed.

I understand that this program may provide me with some or all of the following services:

- Assistance finding and obtaining housing
- Assistance developing a housing plan
- Assistance to stay in housing I currently occupy, including legal assistance and/or negotiations with family members, friends or landlords;
- One-time or short-term financial assistance to support gaining or retaining housing which may include rental deposits, rental or utility arrears, or short to medium term rental assistance payments designed to secure or retain housing;
- Referrals and support to apply for benefits for which I or a member of my household may be eligible.
- Other services related to securing housing, such as, but not limited to, assistance getting identification, preparing housing applications, searching for housing, negotiating with landlords and other services.

I agree to do the following:

- Provide accurate and honest information to my housing specialist and other program staff.
- Work with a housing specialist to develop a housing plan.
- Take all necessary steps to achieve the goals outlined in the plan.
- Meet with my housing specialist at intervals established in my housing plan, and not less than monthly during my participation in the program.
- Permit home visits and inspections of my housing during my participation in the program. (Advance notice will be provided.)
- Provide current proof of income when requested.
- Pay my portion of rent on time every month and *immediately* advise the housing specialist if I have any trouble in doing so.
- Provide any documentation required by the housing specialist as it pertains to progress on my housing plan, my rent status or income (i.e. attendance record for job training program, proof of application for benefits, etc.)
- Be contacted for follow-up phone calls about my participation in ESG for up to 24 months after I complete the program.

I understand that neither _____ (agency name) nor any party to the ESG Program is responsible for my rent or lease. I understand that assistance will only be provided if I am in compliance with the program requirements including the terms of my Housing Stability Plan.

Client Name: _____ Client Signature: _____ Date: _____

Housing Navigator: _____ Agency Name: _____ Date: _____

Sample Budgeting Worksheet
 (click [here](#) to return to relevant section of the manual)

Participant Name:	Date:	
	Actual (with current income)	Proposed (with anticipated income and/or subsidy)
Housing Expenses		
Rent		
PG&E		
Water		
Other:		
Car Expenses		
Loan payment		
Insurance		
Gas		
Maintenance & repairs		
Debt		
Creditor 1		
Creditor 2		
Miscellaneous		
Groceries, Lunches, meals		
Childcare		
School supplies		
Prescriptions		
Cable TV		
Internet Connection		
Telephone		
Clothing		
Hair supplies/Toiletries		
Other:		
Other:		
Expense Total		
Income		
Earnings		
Social Security related \$		
Unemployment		
Food Stamps		
Other:		
Other:		
Income Total		
Total Income Minus Expenses		

Participant Signature: _____ Date: _____

Case Manager/Housing Specialist Name _____ Signature _____ Date _____

ESG Housing Stability Plan

(click [here](#) to return to relevant section of the manual)

Initial Plan Date _____

Client/Head of Household Name: _____

My 30 day housing goal is: _____

If different, my 90 day goal is _____

If different, my permanent housing goal is _____

I have or will have the following resources to help me achieve my goals:

- 1.
- 2.
- 3.

In order to reach these goals, I commit to take the following steps:

Step	Actions	What I'll do	Help I'll Receive	Done by:	Notes at Follow Up
1					
2					
3					

Client Signature: _____

Date: _____ Housing Navigator: _____ Date: _____

City of Berkeley
ESG Financial Assistance Calculation Form
(click [here](#) to return to relevant section of the manual)

Before preparing this calculation, complete the budget form with the Head of Household. Use this form and information from the application, the budget and the lease and/or arrears documentation to determine the amount of financial assistance that the household will receive. **This form must be prepared every three months during the time in which the household receives financial assistance.**

Head of Household : _____ Service Point ID: _____

Assessment date: _____ Staff: _____

First financial assistance calculation Reassessment of financial assistance

A. GENERAL

Enter the information below from the budget and assets form to determine the amount of financial assistance

Combined Household income: _____ (from application) Rent: _____ (from lease)

Income minus Rent: _____ * **Percent of income for rent without subsidy:** _____

Total Expenses _____ (from budget)

* **Difference between income and expenses:** _____

* **Current Assets:** _____ (from application)

Use information indicated with * to determine financial assistance below

B. SECURITY DEPOSIT (skip if not applicable)

New residence requires a Security Deposit of: _____ (This may include up to two months rent if required as deposit but should not include first month's rent in this calculation. Assistance with First month's rent should be part of the Rental Assistance in section C. below)

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

Program will make a payment on behalf of household of: _____

C. UTILITY DEPOSIT (cross through and skip if not applicable)

To receive utilities at the new residence, one or more utility companies require a Utility Deposit of:

Utility: _____ Required Deposit: _____

Utility: _____ Required Deposit: _____

Utility: _____ Required Deposit: _____

Based on income and assets, **household will make:**

No contribution to the deposit without jeopardizing housing stability (household has less than 50% of income left after paying rent and household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the security deposit of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

Program will make a payment on behalf of household of: _____

D. SHORT OR MEDIUM TERM RENTAL ASSISTANCE (cross through and skip if not applicable)

Client has no income

Program will pay 100% of the rent for up to three months or until a change in income occurs

Household has income and will make payments to the landlord of:

50% of the rent. Amount: _____

50% of their income toward the rent: Amount _____

Another amount: _____ (Requires agency supervisor approval.)
Authorized Approval: _____

Household is awaiting an anticipated permanent subsidy and will pay 30% of their income for rent:
Subsidy anticipated: _____ Date anticipated: _____

Program will make a monthly rental assistance payment of \$ _____ (Rent minus client contribution) for up to three months or until a change in income occurs. Projected length of rental assistance: _____ months.

E. UTILITY ARREARS (skip if not applicable)

This type of support will only be provided if the household will be unable to have utilities in their housing if they do not pay past due arrears.

Household owes _____ in past utility arrears (from documentation of utility arrears)

Based on income and assets available, **Household will make:**

No payments without jeopardizing housing stability (household pays more than 50% of income for rent and/or household budget has no disposable income; household has assets of less than \$500.)

A one-time payment toward the arrears of: _____ (household has assets of greater than \$500 and/or budget indicates disposable income available for a payment.)

A monthly payment toward the arrears of: _____ Payment agreement negotiated with landlord.(budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

Program will make a payment on behalf of household of _____

F. FINANCIAL ASSISTANCE AGREEMENT

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: _____ (not later than 3 months from first expected payment.)

Participant Signature: _____ Date: _____

Housing Specialist Signature: _____ Date: _____

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/lessor or utility company indicating the amount of arrears.)

indicates disposable income available for a payment.)

A monthly payment toward the arrears of: _____ Payment agreement negotiated with

landlord. (budget indicates disposable income available for a payment or household has a housing subsidy – attached copy of payment agreement.)

Program will make a payment on behalf of household of _____

D. FINANCIAL ASSISTANCE AGREEMENT

The participant and the program agree to the terms of payment designated above. The program will make payments on behalf of the participant as long as the participant is in good standing with their portion of the agreement and making progress on their Housing Stability Plan.

This agreement expires: _____ (not later than 3 months from first expected payment.)

Participant Signature: _____

Date: _____

Housing Specialist Signature: _____

Date: _____

(Attach this agreement to a copy of lease or occupancy agreement and, if past due rent or utilities, a copy of a record from the landlord/leaser or utility company indicating the amount of arrears.)

Rent Reasonableness and FMR Certification
 (click [here](#) to return to relevant section of the manual)

	PROPOSED UNIT	COMPARISON UNIT #1	COMPARISON UNIT #2	COMPARISON UNIT #3
ADDRESS				
NUMBER OF BEDROOMS				
SQUARE FEET				
TYPE OF UNIT/CONSTRUCTION				
HOUSING CONDITION				
LOCATION/ACCESSIBILITY				
AMENITIES UNIT: SITE: NEIGHBORHOOD:				
AGE IN YEARS				
UTILITIES (TYPE)				
UNIT RENT UTILITY ALLOWANCE GROSS RENT				
HANDICAP ACCESSIBLE?				

CERTIFICATION:

A. Compliance with Payment Standard

_____ + _____ = _____
 Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of \$_____.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [] is [] is not reasonable.

NAME:	SIGNATURE:	DATE:
-------	------------	-------

Habitability Standards Inspection Form

(click [here](#) to return to relevant section of the manual)

(based on HUD's HQS and the HPRP Notice; Certified HQS Inspectors may use an HQS form instead)

Name of Participant	Participant Phone Number	Date of Request (mm/dd/yyyy)
Inspector		Date of Initial Inspection (mm/dd/yyyy)
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Re-inspection	Date of Last Inspection (mm/dd/yyyy)	Agency

A. General Information

INSPECTED UNIT		Year Constructed (yyyy):
Full Address		Housing Type (check as appropriate) <input type="checkbox"/> Single Family <input type="checkbox"/> Detached Duplex <input type="checkbox"/> or two family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise; 3,4 stories including <input type="checkbox"/> garden apt. High Rise; 5 or <input type="checkbox"/> more stories <input type="checkbox"/> Manufactured <input type="checkbox"/> Home Congregate
Number of Children in Family Under 6:		
OWNER NAME	OWNER PHONE	
ADDRESS OF OWNER/AGENT		

Is Lead Paint inspection required? (unit was constructed prior to 1978 and children under age 6 or a pregnant woman are in the household.) Yes No

B. Summary Decision on Unit (to be completed after form is filled out)

<input type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> Inconclusi	Number of bedrooms	Number of sleeping rooms	Signature of Inspector
---	--------------------	--------------------------	------------------------

How to use this form

- Review each room in the house as listing in the form (1. Living Room; 2. Kitchen; 3. Bathroom; 4. Other Rooms Used for Living or Halls (use as many as needed); 5. All Secondary Rooms Not Used for Living; 6. Building Exterior; 7. Heating, Plumbing and Installation; 8. General Health and Safety.
 Important: For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security," in the Living Room).
- In the space to the right of the item, if the decision is "Fail," write what repairs are necessary.
- If the item passes inspection, check the "Pass" box.
- A final summary page to note repairs needed is provided on the final page. If owner/manager is present at inspection, gather signature on final page.
- For lead paint inspections, if not required, mark "not applicable." Otherwise, note if the unit is a "pass" or "fail."

INSPECTION CHECKLIST

Item #	1. LIVING ROOM Description	DECISION		Repairs
		Yes, PASS	No, FAIL	
1.1	LIVING ROOM PRESENT			
1.2	ELECTRICITY Are there at least two working outlets or one working outlet and one working			
1.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
1.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
1.5	WINDOW CONDITION Is there at least one window, are all windows free of signs of severe deterioration or missing or broken			
1.6	CEILING CONDITION Is the ceiling sound and free from			
1.7	WALL CONDITION Are the walls sound and free from hazardous			
1.8	FLOOR CONDITION Is the floor sound and free from hazardous defects?			
1.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10%			<input type="checkbox"/> Not Applicable
Item #	2. KITCHEN Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
2.1	KITCHEN AREA PRESENT			
2.2	ELECTRICITY Is there at least <i>one</i> working electric outlet and <i>one</i> working, permanently installed light fixture?			
2.3	ELECTRICAL HAZARDS Is the kitchen free from electrical hazards?			
2.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
2.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
2.6	CEILING CONDITION Is the ceiling sound and free from hazardous			
2.7	WALL CONDITION Are the walls sound and free from hazardous			
2.8	FLOOR CONDITION Is the floor sound and free from hazardous			
2.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more than 10% of a component?			<input type="checkbox"/> Not Applicable
2.10	STOVE OR RANGE WITH OVEN Is there a working oven and a stove (or range) with top burners that work?			
2.11	REFRIGERATOR Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?			

2.12	SINK Is there a kitchen sink that works with hot and cold running water?			
2.13	SPACE FOR STORAGE AND PREPARATION OF FOOD Is there space to store and prepare food?			
Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
3.1	BATHROOM PRESENT			
3.2	ELECTRICITY Is there at least <i>one</i> permanently installed			
3.3	ELECTRICAL HAZARDS Is the bathroom free from electrical hazards?			
3.4	SECURITY Are <i>all</i> windows and doors that are accessible from the outside lockable?			
3.5	WINDOW CONDITION Are all windows free of signs of deterioration or missing or broken out panes?			
3.6	CEILING CONDITION Is the ceiling sound and free from hazardous			
3.7	WALL CONDITION Are the walls sound and free from			
3.8	FLOOR CONDITION Is the floor sound and free from hazardous			
3.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed more than two square feet per from and/or is more			Not Applicable <input type="checkbox"/>
3.10	FLUSH TOILET IN ENCLOSED ROOM IN UNIT Is there a working toilet in the unit for exclusive private use of the tenant?			
3.11	FIXED WASH BASIN OR LAVATORY IN UNIT Is there a working, permanently installed wash basin with hot and cold			
3.12	TUB OR SHOWER IN UNIT Is there a working tub or shower with hot and cold running water in the unit?			
3.13	VENTILATION Are there operable windows or a working			
Item #	Description	DECISION		Repairs Required
		Yes, PASS	No, FAIL	
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		

4.2	ELECTRICITY If Room Code = 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code does not = 1, is there a means of illumination?			
4.3	ELECTRICAL HAZARDS Is the room free from electrical hazards?			
4.4	SECURITY Are all windows and doors that are accessible from the outside lockable?			
4.5	WINDOW CONDITION If Room Code = 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing OR broken			
4.6	CEILING CONDITION Is the ceiling sound and free from			
4.7	WALL CONDITION Are the walls sound and free from			
4.8	FLOOR CONDITION Is the floor sound and free from hazardous			
4.9	LEAD PAINT Are all painted surfaces free of deteriorated paint? If not, do			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS Are smoke detectors in each room used for sleeping? Are they working?			
	4. OTHER ROOMS USED FOR LIVING OR HALLS	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom		
4.2	ELECTRICITY			
4.3	ELECTRICAL HAZARDS			
4.4	SECURITY			
4.5	WINDOW CONDITION			
4.6	CEILING CONDITION			
4.7	WALL CONDITION			
4.8	FLOOR CONDITION			
4.9	LEAD PAINT			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS			
	4. OTHER ROOMS USED FOR LIVING OR HALLS	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required

4.1	ROOM CODE and ROOM LOCATION: right/left _____ front/rear _____ floor level _____	ROOM CODES 1 = Bedroom or any other room used for sleeping (regardless of type of room) 2 = Dining Room, or Dining Area 3 = Second Living Room, Family Room, Den, Playroom, TV Room 4 = Entrance Halls, Corridors, Halls, Staircases 5 = Additional Bathroom 6 = Other		
4.2	ELECTRICITY			
4.3	ELECTRICAL HAZARDS			
4.4	SECURITY			
4.5	WINDOW CONDITION			
4.6	CEILING CONDITION			
4.7	WALL CONDITION			
4.8	FLOOR CONDITION			
4.9	LEAD PAINT			<input type="checkbox"/> Not Applicable
4.10	SMOKE DETECTORS			
	5. ALL SECONDARY ROOMS NOT USED FOR LIVING	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
5.1	NONE. GO TO PART 6			
5.2	SECURITY Are all windows and doors that are accessible from the outside lockable in			
5.3	ELECTRICAL HAZARDS Are all these rooms free from electrical			
5.4	OTHER POTENTIALLY HAZARDOUS FEATURES IN ANY OF THESE ROOMS Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially			
	6. BUILDING EXTERIOR	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
6.1	CONDITION OF FOUNDATION Is the foundation sound and free from			
6.2	CONDITION OF STAIRS, RAILS, AND PORCHES Are all the exterior stairs, rails and porches sound and free from hazards?			
6.3	CONDITION OF ROOF AND GUTTERS Are the roof, gutters and downspouts sound and free from hazards?			
6.4	CONDITION OF EXTERIOR SURFACES Are exterior surfaces sound and free from			
6.5	CONDITION OF CHIMNEY Is the chimney sound and free from			
6.6	LEAD PAINT: EXTERIOR SURFACES Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed			<input type="checkbox"/> Not Applicable
6.7	MANUFACTURED HOMES: TIE DOWNS If the unit is a mobile home, it is properly placed and tied down? If not a mobile home, check Not Applicable.			
	7. HEATING, PLUMBING AND	DECISION		

Item #	Description	Yes, PASS	No, FAIL	Repairs Required
7.1	ADEQUACY OF HEATING EQUIPMENT a. Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms b. Is the heating equipment oversized by more than 15%? c. Are pipes and ducts located in unconditioned space insulated?			
7.2	SAFETY OF HEATING EQUIPMENT Is the unit free from unvented fuel burning			
7.3	VENTILATION AND ADEQUACY OF COOLING Does this unit have adequate ventilation and cooling by means of operable windows or a			
7.4	HOT WATER HEATER Is hot water heater located, equipped, and installed in a safe manner?			
7.5	WATER SUPPLY Is the unit served by an approvable public or private sanitary water supply?			
7.6	PLUMBING Is plumbing free from major leaks or corrosion that causes serious and			
7.7	SEWER CONNECTION Is plumbing connected to an approvable			
	8. GENERAL HEALTH AND SAFETY	DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
8.1	ACCESS TO UNIT Can the unit be entered without having to go through			
8.2	EXITS: Is there an acceptable fire exit from this building that is not blocked?			
8.3	EVIDENCE OF INFESTATION Is the unit free from rats or severe infestation by mice or vermin?			
8.4	GARBAGE AND DEBRIS Is the unit free from heavy accumulation of garbage or debris inside and outside?			
8.5	REFUSE DISPOSAL Are there adequate covered facilities for temporary storage and disposal of food			
8.6	INTERIOR STAIRS AND COMMON HALLS Are interior stairs and common halls free from hazards to the occupant because of loose, broken or missing steps on			
8.7	OTHER INTERIOR HAZARDS Is the interior of the unit free from any other hazards not specifically identified			
8.8	ELEVATORS Are they working and safe?			

8.9	INTERIOR AIR QUALITY Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?			
8.10	SITE AND NEIGHBORHOOD CONDITIONS Are the site and immediate neighborhood free			
8.11	LEAD PAINT: OWNER CERTIFICATION If the owner of the unit is required to treat or cover any interior or exterior surfaces, has the certification of			<input type="checkbox"/> Not Applicable
9. MISCELLANEOUS		DECISION		
Item #	Description	Yes, PASS	No, FAIL	Repairs Required
9.1	Is there sufficient sleeping place for each individual?			
9.2	Is there adequate natural or artificial illumination to permit activities in the home?			
9.3	Is home and equipment maintained in a sanitary condition?			

Summary of Repairs Needed:

Item Number:	Repair Needed:

Owner/Manager's Signature:

Rental Assistance Agreement Letter
(click [here](#) to return to relevant section of the manual)

(date)

(landlord address)

_____ (Head of Household) has been approved to receive temporary financial assistance through the Emergency Solutions Grant program. The program is designed to help the participant secure and/or retain housing and be a successful tenant. Our agency will maintain regular contact during his/her time in the program to assist him/her with any problems related to his/her housing or tenancy. The program does not, however, assume any responsibility for the tenant's rent or for compliance with the lease. The tenant is fully responsible for complying with the terms of the lease he/she has with you.

The person named above has been approved for assistance with (check all that apply):

- A rental deposit in the amount of \$ _____
- A short-term rent subsidy in the amount of \$ _____ (currently approved until _____

date. This subsidy may be extended at the program's discretion)

- Assistance with past due rent in the amount of \$ _____

All other payments under the terms of the lease are the responsibility of the tenant.

[Name of Housing Agency] _____, will provide the above housing assistance payments to you beginning [date]. By signing below, you agree to apply all payments you receive on the tenant's behalf toward the specified housing-related costs on the check. The termination of housing assistance payments shall not affect the household's other rights under the lease.

The tenant is required to notify us if he or she moves; however, if you ever receive a subsidy check for a tenant who has moved, it is your responsibility to return the check to us. Financial assistance from this program can only be used toward the housing-related costs of the tenant named above while he/she resides in your housing. You also must notify us if during the term of this agreement you notify the tenant to vacate or if you lodge any complaint under state or local law to commence an eviction.

You are welcome to contact me if you have any questions or concerns regarding the program or this tenant's housing. [name, title at 510 XXX-XXXX or [housing specialist @ agency.org](mailto:housing.specialist@agency.org)]. Thank you for working with us.

Sincerely,

I have read this agreement and I agree to accept payments on behalf of the tenant listed above as described in this letter. I have provided a W-9 form to the agency.

Property Owner/Property Manager Name: _____

Signature: _____ **Date:** _____

Three Month Reassessment of Eligibility
 (click [here](#) to return to relevant section of the manual)

Reassessment Date: ____ / ____ / ____

Staff Name: _____

Agency: _____

Program: ESG FRHP PRCS Other: _____

Head of Household Name: _____

Service Point ID: _____



Before beginning this Reassessment form, collect copies of updated income documentation for the household.

Has there been a change in address or phone since the last assessment?

- No Change
- Address and/or phone has changed; new information below **(Enter into HMIS Housing Sub-assessment)**

Current STREET Address: _____ Apartment or Unit Number: ____

City: _____ State: _____ Zip: _____

Phone Number: _____ Alternate Phone: _____


Start Date (Date moved into Permanent Housing) ____ / ____ / ____

- a) Total Household Members living/will live at this address: ____
- b) Total ADULTS living/will live at this address: ____
- c) Total CHILDREN living/will live at this address ____ (NOTE: a – b = c)

Time in Program

Has household **a)** received 24 months of ESG assistance in last 36 months or **b)** exceeded other program time limits?

- Yes
- No

 **If household has exceeded eligible time in program, record the determination below, and complete the HMIS Exit Form for all adults.**

Income Status Eligibility (Complete the income reassessment form attached for each adult and enter into HMIS)

What is the total gross household monthly income (include all household members)? \$ ____

What is the total gross household annual income? \$ _____ (monthly amount x 12)

Using the chart below, circle the household size and determine the percent of Area Median Income (AMI)

Household Size	1	2	3	4	5	6
30% AMI	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100
31-50% AMI	\$43,400	\$49,600	\$55,800	\$61,950	\$66,950	\$71,900

AMI information current as of 2019

Please check the household's current income status AND the documentation attached

- No Income

City of Berkeley ESG Policies and Procedures
May 12, 2020

- 1-30% AMI
- 31-50% AMI
- Over 50% AMI

Copy of Payment
Statement / Benefit
Notice

- Alimony, spousal
or child support
- GA, SSI, SSDI, or
TANF
- Private Disability
- Pension /
Retirement
- Unemployment
or Workers'
Comp
- Interest /
Dividend Income

Copy of Pay Stubs

- Earned Income

Copy of Federal or
State Tax Return

Self-Employment
Income Self-
Certification

- No Income



If household has income greater than 30% of Median Income for the ESG program, or greater than 50% of AMI for the PRCS or FRHP program, discontinue assistance. Record the determination below, and complete the Exit Form for all adults.

Is household receiving now or going to begin to receive a housing subsidy from another program?

Yes No

Subsidy: _____ Start date: ____/____/____



If household receives another subsidy, household is not eligible for continued *financial* assistance at the same time. Household may continue to receive supportive services if needed to prevent homelessness. Skip to Housing Stability Plan Progress.

Rent as Portion of Income

Is the household receiving Financial Assistance to remain housed? | Yes
| No

What is the **TOTAL** monthly rent? ___ (the total rent, *not the portion currently paid by tenant*) Rent to Income ratio:

$$\frac{\text{Total Monthly Rent ()}}{\text{Gross Monthly Household Income ()}} \times 100 = \text{ } \%$$



Housing Stability Plan Progress

Progress toward Obtaining or Maintaining Appropriate Housing:

- Achieved and Complete Making adequate progress Not making adequate progress

Progress toward Income or Employment Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Progress toward Other Stability Goals:

- Achieved and Complete Making adequate progress Not making adequate progress Does Not Apply

Comments on Plan Progress, Accomplishments and Barriers:

Does household have financial resources and/or support networks that can help them gain/remain in housing?



If household has other resources or support networks that can help them gain or remain in housing that are adequate to secure their housing, **discontinue assistance**. Record the determination below, and complete the HMIS Exit Form for all adults.



RESULT OF REASSESSMENT:

Discontinuing Program Assistance:

- Received maximum permitted assistance
- Over Income
- Below targeted rent to
- Receiving housing income ratio and does not subsidy and does not require services.
- Completed Housing Stability Plan Goals
- Has other resources

Continuing Assistance:

- Continue housing stability if income has changed
- Continue financial assistance, revise/update housing stabilization plan and prepare new budget
- New Budget (if applicable)

Attached:

- Revised Housing Stability Plan

*After completing the reassessment of eligibility, I have been informed that I/my household am/are eligible for continued assistance from this program. I understand that my participation agreement remains in force and that a new stability plan, budget and financial contribution may be required. I understand that I will be reassessed again within three months **or less** and that assistance may be discontinued at any time.*

Head of Household Signature: _____

Date: _____

Staff member signature: _____

Date: _____

3 MO. INCOMEREASSESSMENT FORM

Assessment Date: _____/_____/_____ (For backdate mode) ServicePoint ID# _____

Program/Provider: _____

Client Profile

First: _____ Middle: _____ Last: _____ Suffix: _____

<p>Monthly Income</p> <p>Have you received income from any source in the past 30 days?</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know <input checked="" type="checkbox"/> Refused</p>		<p>Non-Cash Benefits</p> <p>Have you received any of the non-cash benefits listed below in the past 30 days?</p> <p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> Don't Know <input checked="" type="checkbox"/> Refused</p>	
<p>Source</p> <p>Amount</p> <p><input type="checkbox"/> Alimony or other spousal support \$.00</p> <p><input type="checkbox"/> Child support \$.00</p> <p><input type="checkbox"/> Earned Income \$.00</p> <p><input type="checkbox"/> General Assistance (GA) \$.00</p> <p><input type="checkbox"/> Pension from a former job \$.00</p> <p><input type="checkbox"/> Private disability insurance \$.00</p> <p><input type="checkbox"/> Social Security (retirement income) \$.00</p> <p><input type="checkbox"/> Social Security Disability Income \$.00 (SSDI)</p> <p><input type="checkbox"/> Supplemental Security Income or SSI \$.00</p> <p><input type="checkbox"/> (TANF) Temporary Assistance for .00 Needy Families</p> <p><input type="checkbox"/> Unemployment Insurance \$.00</p> <p><input type="checkbox"/> A veteran's disability payment \$.00</p>		<p>Source</p> <p><input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) (Previously known as FoodStamps)</p> <p><input type="checkbox"/> MediCAL health insurance program (MEDICAID)</p> <p><input type="checkbox"/> MEDICARE health insurance program</p> <p><input type="checkbox"/> Healthy Families Insurance program (SCHIP)</p> <p><input type="checkbox"/> Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)</p> <p><input type="checkbox"/> Veteran's Administration (VA) Medical Services</p> <p><input type="checkbox"/> TANF/CalWORKS Child Care services</p> <p><input type="checkbox"/> TANF/CalWORKS transportation services</p> <p><input type="checkbox"/> Other TANF/ CalWORKS-funded services</p> <p><input type="checkbox"/> Section 8, public housing, or other rental assistance</p> <p><input type="checkbox"/> Other source</p> <p><input type="checkbox"/> Temporary Rental Assistance</p>	

Total monthly income \$.00

Complete one income reassessment for each adult in the household and combine for total household income for program reassessment purposes.

Notification of Termination of ESG Assistance

(click [here](#) to return to relevant section of the manual)

You/your household has violated the terms of your ESG Participation Agreement, signed by _____ on _____ (date.) The program violation(s) consist of

The program is hereby advising you that as _____ no further
of _____
/

- financial assistance
- housing stabilization services

Will be provided to you/your household.

You/your household will be solely responsible for covering all housing/utility costs as of that date.

_____ (Staff signature) _____ (Date)

I have reviewed and authorized this notification:

(Supervisor signature and date)

Procedure for due process: If you disagree with this determination, you may request a review of this decision within 10 days of the date of this notice by making a request **in writing*** to:

{Job title}
{Address}
{Address}

The {job title} will review your request and may investigate your claims, ask to interview you, members of your household, your landlord, or call a hearing with yourself, agency staff and any others that may be needed to review this decision. The {job title} must review your request and make a final determination within 14 calendar days. A written notice of the final decision will be provided to you.

**Reasonable accommodation: If you are unable to prepare a request in writing due to a disability and need a reasonable accommodation, you may request a specific accommodation, such as assistance in preparing the request, from the program manager or another staff member.*



Appendix Part III: Monitoring of Subrecipients



City of Berkeley
Contract Monitoring Guide
Agency Administrative Review
 Housing and Community Services Department
 2180 Milvia Street/2nd Floor
 Berkeley, CA 94704

1. General Information

Agency:	
Address:	
Phone:	
Date of Last Visit:	Review file for last monitoring. Make note of findings.
Visit Date:	Later summer – fall. Done by end of November for RFP
Contract Number:	
Monitoring Review Period:	1st year of a two year contract
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit:	
(Name and Job Title)	Executive Director, Operations Director, HR Director
Monitoring Type:	

2. Administration

A. Contract Review	Y	N	N/A	Comments
1. Are copies of current contracts, subcontracts and amendments kept on file at agency for review? (If no, note where items are kept.)				
2. Has agency submitted reports, invoices, and other required materials on a timely basis? (If no, state actions taken to resolve problem.)				Monitor check prior to visit.
3. 501(c)(3) Letter of Determination uploaded in CDS?				“ “
4. Is the agency in good standing with the State of CA? https://www.ftb.ca.gov/businesses/Exempt_organizations/Entity_list.shtml				“ “
5. Is the agency in good standing with the IRS? IRS Agency Check https://www.irs.gov/Charities-&-Non-Profits/Exempt-Organizations-Select-Check				“ “
6. Articles of Incorporation uploaded in CDS?				“ “
7. Agency By-Laws uploaded in CDS?				“ “
8. Authorized Signatory uploaded in CDS?				“ “
9. Berkeley Business License uploaded in CDS?				“ “
10. Certificates of Insurance uploaded in CDS?: (Article 12.C.)				“ “
a. Workers' Compensation				“ “
b. General Liability, including Endorsement Certificate				“ “
c. Vehicle				“ “

B. Agency Policy and Procedures	Y	N	N/A	Comments
1. Does the agency have an Operations Manual?				Ask for copy if not on file.
2. Is the agency's current organizational chart on file?				Monitor check prior to visit.
3. Is the agency's current Non-discrimination Assurance Policy on file? (See City Ordinance No. 5876 N.S. and Americans with Disabilities Act of 1990, Civil Rights, Housing & Community Development, and Age Discrimination Acts, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), and others listed in COB contract Articles 13.A.5&6. & 21.)				“ “
4. Is the Agency's Written Conflict of Interest Policy with				“ “

B. Agency Policy and Procedures	Y	N	N/A	Comments
appropriate safeguards in place on file? (See 2 CFR Part 215.42) (Article 15.) “ “ https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf ”				
5. Have there been any problems with conflicts of interest within the agency? (If yes, explain how agency has addressed the conflict.)				

C. Board of Directors Review (reference: Brown Act, By Laws)	Y	N	N/A	Comments
1. What is the date of the last board meeting?				Check for on-site copies.
2. How many meetings were held during the contract review period? Is the number of meetings in compliance with the Agency's By-Laws?				
3. Is a current list of Board Members (Board Roster) on file with HCS?				Monitor check prior to visit.
a. Does the board composition comply with Agency by-laws? (Contact information, titles, committees, low- income representatives, etc.)				
4. Is there a copy of agenda and board minutes for each meeting on file at agency? (If no, explain)				
5. Has the Board or board committee members conducted any closed meetings, Executive Sessions or special meetings during contract review period? (If yes, explain.)				
6. Describe any strategic planning/organizational development activities undertaken since last visit in comments section				

Monitoring Results: Administration			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

3. Personnel Management

A. Personnel Management	Y	N	N/A	Comments
1. Does the agency have a personnel manual with clear and comprehensive policies and procedures?				
a. If yes, does the manual contain an employee grievance procedure?				
2. Does the agency require all of its employees to sign a code of conduct or conflict of interest statement? (Article 15.)				
3. Does the agency service clients under the age of 18? If yes, does the agency have a policy and procedure for complying with the following requirements:				
a. TB Testing (Article 17.B.)				
b. Criminal Background Check (Article 17.A.)				
c. Is the agency's Child Abuse Reporting Policy on File? (Agencies with Mandated Reporters only.)				
4. Does the agency have an Adult Abuse Report policy on file? (Agencies with Mandated reporters only.)				
5. Are current job descriptions prepared for all COB				Obtain any new/updated documents.

A. Personnel Management	Y	N	N/A	Comments
positions? Are they on file? (Article 6.)				
6. Are the resumes of all staff included in the COB contract budget/Statement of Expense reports on file? (Article 1.A.)				Check all, within reason. Some exceptions may apply (such as rotating clinical staff).
7. Was there any violation to the City's Employment of Near Relatives Policy during the review period?				
a. Waiver Requested?				
b. Waiver Approved?				
c. If yes, explain the exception and how the agency is managing the personnel functions of employees involved.				
8. Are there significant staff vacancies for the program? (Explain.)				
9. Does the agency adequately supervise staff? (Describe the method)				Describe method and frequencies.
10. Does the agency provide staff development and training? (Describe the efforts.)				
11. Does the agency conduct regular staff meetings to coordinate program activities? (Provide the frequency.)				
12. Does the agency make efforts to hire Berkeley residents, patronize Berkeley businesses, and/or hire women- and minority-owned business?				

Monitoring Results: Personnel Management			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Agency Strengths

Note agency strengths below:
1.
2.
3.
4.

Contract Monitor

Date

Division Manager

Date



**City of Berkeley
Contract Monitoring Guide
Program Review**

Housing and Community Services Department
2180 Milvia Street/2nd Floor
Berkeley, CA 94704

1. General Information

Agency:	
Program Name:	
Address:	
Phone:	
Date of Last Visit:	
Visit Date:	
Contract Number:	
Monitoring Review Period:	
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit: (Name and Job Title)	Program Manager, Case Manager, line staff, etc.
Monitoring Type:	

2. Resource Coordination *(complete this section for each program reviewed)*

A. Volunteer Resources	Y	N	N/A	Comments
1. Does the program seek and receive volunteer support from the local community or past clients? (describe how services are documented in comments)				

B. Collaboration	Y	N	N/A	Comments
1. Does the program have a mutual referral system established with other CBO's?				
2. Does the agency/program participate in other collaborations to maximize services/minimize duplication of services?				
3. If the program is required to collaborate with other COB funded agencies, do they have supporting documentation providing evidence of this collaboration and/or referral system?				

Monitoring Results: Resource Coordination			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

3. Facility Safety *(complete this section for each program reviewed)*

A. Safety	Y	N	N/A	Comments
1. Does the program site(s) have an Emergency Evacuation Plan?				
2. Does the program have a First Aid kit on site(s)?				
3. Does the agency/program have a Disaster Response Plan?				
4. Are relevant material safety data sheets (MSDS)				

A. Safety	Y	N	N/A	Comments
sheets posted on site?				

Monitoring Results: Facility Safety			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Client Services (complete this section for each program reviewed)

A. Outreach	Y	N	N/A	Comments
1. Does the agency/program conduct outreach to inform potentially eligible recipients of available assistance? Note what type of outreach below.				
a. Public Services Announcements				
b. Presentations				
c. Mail				
d. Flyers				
e. Brochures/Pamphlets				
f. Internet				
g. Other				
2. Are outreach materials available in languages other than English? (Note other languages if applicable.)				

B. Program Accessibility	Y	N	N/A	Comments
1. Is the program's facility close to public transit?				
2. Is the program's facility accessible to clients with disabilities?				ADA checklist and other resources available for agencies in monitor tools.
3. Are the program hours accessible to the desired population?				
4. Did the agency maintain records regarding the implementation of procedures intended to:				
a. Advertise the eligibility of facilities and services on a non-discriminatory basis to all persons regardless of race, color, religion, sex, age, national origin, familial status and disability? (Obtain copy.)				
b. Make available to interested persons information concerning the availability and location of services and facilities accessible to persons with disabilities?				

C. Policies and Procedures	Y	N	N/A	Comments
1. Does the program have a written "policies and procedures" manual? Does this manual include how clients engage with the program?				Monitor review available information prior to visit for full discussion during visit.
2. Does the program have a written policy that provides a clear description of eligibility criteria for program services? (If yes, obtain copy.)				" "
3. Is there a process or procedure by which higher-level management (supervisor) reviews documentation of services delivered for each client, as well as eligibility determinations?				" "

C. Policies and Procedures	Y	N	N/A	Comments
4. Does the agency have a written statement of client rights?				“ “
5. Does the agency have a written client grievance policy and procedure? (Obtain a copy.)				“ “
a. Does this policy and procedure include denial of services or termination of a client's participation in services?				“ “
b. Does this policy include appeals for clients who have been denied services? (If yes, obtain a copy.)				“ “
c. How and when are clients provided a copy of the policy? (I.e.: enrollment, intake, denial of service?)				“ “
d. Is a signed copy kept in the client file?				“ “
e. Is the policy reviewed at intake?				“ “
f. Is the policy posted on site?				“ “
g. Is the policy easy to understand?				“ “
h. Does the policy describe how to initiate appeals?				“ “
i. Does the policy include a clear description of staff positions and contact information?				“ “
j. Does the policy include timelines for appeal and appeal response at each stage of the appeal?				“ “
k. Is the client informed in writing of the result of the appeal at each stage of the appeal?				“ “
l. Does the policy allow for an advocate or other assistance to file grievance/appeal?				“ “
m. Are clients provided a written notice when denied services explaining the reason for denial?				“ “
n. Does the written notice provide the appeal process?				“ “
6. How are grievances tracked by the agency?				
a. Have any grievances been filed against the agency in the period?				
b. If yes, how many?				

D. Client Files	Y	N	N/A	Comments
1. Are adequate files maintained to document services provided to each client?				Obtain a list of clients prior to visit and/or alert program to have this available in order to identify the client files to review (min. 10% or 10 count).
2. Do the files include adequate documentation of program eligibility?				
3. Do the files contain adequate documentation of income level? Note below which method the agency uses to document income:				
a. Income verified through copies of paychecks or verification from other income source				
b. Income verified through self-certification				
c. Income verified through classification in a presumed category.				
4. If the agency uses the presumed category, does the client file demonstrate that the service provided is limited to one or a combination of the 8 population				

D. Client Files	Y	N	N/A	Comments
segments presumed to be low- and moderate-income by HUD: (Note which categories apply below.)				
a. Abused children				
b. Battered spouses				
c. Elderly persons				
d. Adults meeting the Bureau of Census' Population Report definition of "severely disabled" that applied at the time of this review				
e. Homeless persons				
f. Illiterate adults				
g. Persons living with AIDS				
h. Migrant farm workers				
5. Do the client files include adequate documentation of client contacts, referrals made, and progress in reaching client goals and appropriate service outcomes?				
6. Does the agency charge rent/fees to clients?				
a. If yes, described how rent/fee is calculated in the comments section.				
b. Does the client file indicate that client rents/fees were charged correctly?				
7. Are client files kept in a secure and locked manner to ensure confidentiality?				
8. Are computerized client files kept in a secure manner to ensure confidentiality?				
9. Does the agency have an electronic data backup system?				
10. What is the agency's policies and procedures related to retaining client files? Is the agency complying with Article 6 of the contract and retaining files for a minimum of 5 years?				
11. How are client files destroyed?				

E. Payee and Money Management Services	Y	N	N/A	Comments
1. Does the agency provide payee or money management services? (If NO, skip section)				
2. Does the agency have written policies on how these services are provided? (Obtain copy.)				
3. Can the agency demonstrate client fund balance, both aggregate fund balance and individual client balance?				
4. Does the agency have a bank statement for accounts?				
5. What is the frequency of reconciliation? Please provide the last date of reconciliation.				
6. Is there supporting documentation for expenses paid on behalf of the client?				
7. Are there records of client approval of expenses paid on his/her behalf?				
8. Are any cash, checks and other fiscal records kept in a secure, locked location?				
9. Are financial services managed by more than one person (separation of duties)? (Describe.)				

F. Shelter Plus Care Matching Services	Y	N	N/A	Comments
1. Does the agency provide services to City of Berkeley Shelter Plus Care clients? (If NO, skip section)				Needs to be yes. Coordinate with S+C staff for policies and procedures.
2. Does the agency provide matching services to City's				" "

Shelter Plus Care program?				
3. How is the agency's matching services calculated? (describe in the comments section)				“ “
4. Does the agency have on-site support for previously-submitted match reports?				“ “

Monitoring Results: Client Services			
Total Number of Files:	Total Number of Files Reviewed:		
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding/Concern Resolved? (Y/N)
1.			
2.			

5. Program Reporting and Evaluation (complete this section for each program reviewed)

A. Program Reporting (Article 7.)	Y	N	N/A	Comments
1. Were Program Reports submitted on or before due date?				
2. Were the reports accurate?				

B. Program Outcomes				
1. Do more than 51% of clients served have incomes below 80% of Area Median Income? http://www.hcd.ca.gov/				Print out program reports.
2. Has the agency accomplished the outcomes goals as stipulated in the contract? (If no, explain.)				
3. Does the agency have adequate back-up documentation for the outcomes reported in the (client) file? (If yes, describe documentation method in comments. If no, explain why.)				
4. Has the agency accomplished the service measures as stipulated in the contract? (If no, explain.)				
5. Does the agency have adequate back-up documentation for the service measures reported in the (client) file? (If yes, describe documentation method. If no, explain why.)				
6. Does the agency make additional efforts to monitor and evaluate the effectiveness of agency services? Explain how in the comments section.				

Monitoring Results: Program Outcomes			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

6. Rehab Services (complete this section for each rehab program reviewed)

A. Single Family	Y	N	N/A	Comments
1. Does the project file for the CDBG assistance provide a full description sufficient to show that the activity is eligible and has been properly classified under Subpart C of Part 570? [24 CFR 570.506(a)]				
2. Is there documentation that shows that the applicant is low- and moderate-income, based on the applicant's household size and household income at the time the assistance was provided? [24 CFR 570.208(a)(3) and 24 CFR 570.506(b)(4)(iii)]				
3. Is there a copy of a written agreement (lease) between the program participant and the landlord receiving CDBG assistance? [24 CFR 570.506(b)(4)(i)]				
4. Is there a copy of an initial property inspection on file?				
5. Does the file contain a Work Write-Up and Cost Estimate that addresses the issues raised in the initial inspection?				
6. Is there a contract between the owner and the subrecipient, or the owner and the contractor in the file, which contains either: (i) a list of all of the work to be performed, or (ii) refer to some other document (e.g., a work write-up) that lists all of the work to be performed?				
7. Was a local building permit obtained for the job? Did the building official sign off on the permit, indicating that the work was completed?				
8. If applicable, were Davis-Bacon requirements met?				
9. Were the environmental requirements at Part 58 met?				

B. Other	Y	N	N/A	Comments
1.				

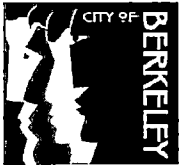
Monitoring Results: Rehab Services			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

7. Program Strengths

Note program strengths below:
1.
2.
3.
4.

Contract Monitor _____

Date _____



1. General Information

Agency:	
Address:	
Phone:	
Date of Last Visit:	
Visit Date:	
Contract Number:	
Monitoring Review Period:	
Amount of Contract:	
Funding Sources:	
Agency Staff Interviewed During Visit:	
(Name and Job Title)	Executive Director, Financial Officer, Accountant, etc.
Monitoring Type:	

2. Financial Management

A. Fiscal Policies and Procedures (Article 8.)	Y	N	N/A	Comments
1. Does the Agency have clear and comprehensive fiscal policies and procedures?				
2. If yes, do they include the following key internal controls?				
a. Do the policies include procedures for determining the reasonableness, allowability, and allocability of costs?				
b. A fiscal records retention policy that complies with the 5-year minimum retention policy listed in the COB Contract. (Article 6.)				
c. How does the agency assure security of agency funds and property so they are used solely for authorized purposes? (Article 8.) Provide onsite confirmation.				Check for red flag items like petty cash box, cash/credit cards, valuable equipment, etc.
d. Adequate segregation of duties?				
e. Do the policies outline who is authorized to approve financial transactions?				Segregation of duties.
f. How does the Agency secure storage of assets, blank checks, and confidential documents. Provide onsite confirmation.				Agency should submit a list of assets at 4th quarter (in CDS).

B. Record Keeping (Article 6 & 8.)	Y	N	N/A	Comments
1. What is the agency's basis for accounting? (Note in comments: Cash, Accrual, Modified Accrual, Other.)				See glossary of accounting terms in monitoring tools.
2. Are books of accounts and financial statements prepared in-house, and supported by a clear and comprehensive accounting manual? (If no, note where in comments.)				Obtain a copy.
3. Does the financial system contain sufficient information and reflect proper accounting treatment of financial transactions, including:				
a. Bank accounts and cash balances?				
b. Disbursement details, including date, payee,				

B. Record Keeping (Article 6 & 8.)	Y	N	N/A	Comments
name, account, expense classification, and other relevant information?				
c. Segregation of funds from different sources? Does agency have existing standard financial record keeping system to be used for accounting for grant/COB contract funds? (Article 6.A.3.a & 8.A. in COB contract.)				
d. Comparison of expense against budgets? (Article 8.A. & 8.C. in COB contract.)				
e. Initial records and subsequent clearing of cash advances?				
f. Accrual of expenditures to match costs to proper period (if accrual method is used).				

C. Financial Reports (Article 6.)	Y	N	N/A	Comments
1. Are financial records (including balance sheet and statement of revenue and expense) reconciled, maintained, up-to-date, and reviewed by Executive Director on a monthly basis? (Note the frequency.)				
2. Does the Board review the financial reports? (Note the frequency)				
3. Are the financial statements audited by an independent account? Or has the agency been monitored by any other funder during the period? (Note date of most recent Audited Financial Statement in comments.)				
a. If yes, were there any findings? (Findings must be included in City Desk Audit and their resolution tracked.)				
b. Did the agency correct the findings? (Note how corrected.)				
4. If the agency was not independently audited, were year-end financial statements prepared and available for review?				
5. Did the Agency receive more than \$750,000 in federal funds during the review period? 2 CFR Part 200.501. https://www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf				
a. If so, what is the date of the Agency's most recent Single Audit? Please provide a copy. Search Audit Database here: https://harvester.census.gov/facdissem/main.aspx				

D. Cash/Check Handling	Y	N	N/A	Comments
1. Are disbursements properly authorized prior to check issuance or cash outlay?				
2. Is there proper segregation of duties for signing checks and withdrawing sub-grant funds?				
3. Were checks signed by authorized signatories?				
4. Were invoices marked "paid" to avoid double payment?				
5. Are bank accounts reconciled monthly? (Note frequency and responsible staff.)				
6. Are bank reconciliation statements reviewed by appropriate staff? (Note responsible staff.)				
7. Are petty cash balances kept at the office premises?				

D. Cash/Check Handling	Y	N	N/A	Comments
Provide Policies & Procedures. (Note size of petty cash fund.)				
a. How often was petty cash fund count conducted?				
b. Was petty cash fund count conducted by someone other than the person handling the fund?				
c. Was individual handling the petty cash fund different from the staff authorizing replenishment of petty cash?				

E. Procurement/Commodity Tracking (Articles 9 & 11.)	Y	N	N/A	Comments
1. Does the agency have clear and comprehensive written procurement policies and procedures that are aligned with the COB contract, Article 11, as it relates to OMB 2 CFR Part 215.40? Website: https://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a110/2cfr215-0.pdf				Obtain a copy.
2. Does the agency require competitive bidding for all major (over \$5,000) procurement?				
a. Is the bidding process adequately documented? Provide documentation.				
b. Are the functions for solicitation and evaluation of bids separate from the selection of winning bid? Is there evidence of proper separation of duties?				
3. Has the agency purchased any equipment valued at over \$600 with COB funds? (Article 9.)				
a. Were the purchases approved as part of the contract budget? If no, agencies need written approval and must add the item to the equipment inventory located at the bottom of the Q4 SOE.				
4. If applicable, has the agency submitted an equipment inventory along with their Q4 SOE?				
5. Has the agency disposed of any property paid for with COB funds during the period? (Article 9.)				
a. If so, how was the property disposed of and did the agency follow the use and disposition requirements contained in Article 9 of the COB contract?				
6. Does the agency have a fixed assets listing/equipment inventory containing sufficient information to identify items acquired by grant/contract funds?				
7. Does the agency subcontract with other agencies or vendors? (If no, skip to next section.)				
a. Do written agreements contain provisions which allow for legal remedies in case of breach of contract and for termination in case of default or other similar instance?				
b. Does the agency have an appropriate and adequate record-keeping system for monitoring its sub-grant-related activities?				Example: financial reports, statements of expenses, timesheets.

3. City of Berkeley Reporting

A. Budget Review	Y	N	N/A	Comments
1. What is the agency's total budget for the current year? (Note amount.)				Cross check with contract.
2. Did the agency/program expenditures stay on track with the expenditure budget in the contract?				Print out SOEs. Check for budget modifications.
B. Statement of Expense (SOE) Reporting and Advance Payment (AP) Requests (Article 7.)	Y	N	N/A	Comments
1. Are requests for advances/reimbursements prepared, reviewed and approved properly and submitted by required deadlines?				
2. Are financial reports prepared, reviewed and approved properly and submitted by required deadline?				
3. In the period under review, were the SOEs accurate?				Typical review period is 4th quarter.
4. Are receiving reports and inventory records used to evidence receipt of commodities and supplies?				Supplies tracking sheet. Can review this as SOE line item.
5. Are shared direct costs allocated to funding sources?				Needs to be yes. Ask for the cost allocation plan.
a. If yes, is the method for allocated shared direct costs documented?				Obtain related documents. If no, this is a finding to be corrected.
C. Line Item #1: Salaries and Payroll (Article 6 & 23.)	Y	N	N/A	Comments
1. Does the agency have an appropriate and adequate timecard/reporting systems for hours worked?				
2. Was the payroll register/ledger available for review?				Use <i>Payroll Worksheet</i> in monitoring tools. Accrued (payroll) vs. taken leave (timecards) tracking.
3. Did timecards reflect distribution of hours worked by fund? Specifically, does the timesheet include distribution of hours of hours charged to the City of Berkeley contract?				See sample timecards in monitoring tools.
a. Were timecards signed by the employee?				
b. Were timecards approved by the supervisor?				
4. Are salary rates consistent with the contract rate schedule?				Refer to contract budget.
5. Were fringe benefits such as medical and dental insurance supported by invoices and agency payments towards invoice?				Ask to see invoices and/or payroll docs.
6. Are all payroll deductions remitted to the appropriate government agency on a timely basis?				Found in check/payroll register.
a. Did the agency pay Berkeley Living Wage for all applicable positions funded under this program? (Article 23.)				
b. Living Wage Ordinance (2016) http://www.ci.berkeley.ca.us/Finance/Home/endors_Living_Wage_Ordinance.aspx				Make sure these rates are correct prior to your visit.
i. Without Benefits: \$16.37				
ii. With Benefits: \$14.04				
c. Did the agency pay Berkeley Minimum Wage for all positions funded under this program? http://www.cityofberkeley.info/MWO/				Make sure these rates are correct prior to your visit.
i. Minimum wage in Berkeley \$11, effective Oct.1, 2015, \$12.50 effective Oct. 1, 2016.				
7. Was the agency in compliance with the Equal Benefit Ordinance? (Article 24.)				Self-certification with signatory document on file.

C. Line Item #1: Salaries and Payroll (Article 6 & 23.)	Y	N	N/A	Comments
8. Have any bonuses been paid to employees with City funds? (If yes, please explain.) (Article 16.)				COB does not allow for City funds paid in bonus. Red flag.
9. Are appropriate documents or vouchers prepared and signed by the recipient of the payroll funds?				
a. Do those vouchers clearly indicate the rate and period covered by the payroll payment?				

D. Line Item #2: Example: Client expenses/cash-like \$	Y	N	N/A	Comments
1. Are expenses fully supported by invoices, receipts, or similar documents?				See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.
2. Other				

E. Line Item #3: Review past file for prior items of concern	Y	N	N/A	Comments
1. Are expenses fully supported by invoices, receipts, or similar documents?				See <i>Sampling of Expenses</i> worksheet in monitor tools. Check 10% or min. of 10 charges in category.
2. Other				

Monitoring Results: Financial Management			
Finding, Concern or Recommendation	Correction Action Needed (For Findings and Concerns only)	Deadline for Corrective Action	Finding or Concern Resolved? (Y/N)
1.			
2.			

4. Strengths

Note agency financial management strengths below:
1.
2.
3.
4.

Contract Monitor

Date

Division Manager

Date

Sampling of Expenses

Program						
Total Number of charges						
Sampling Number: (10% of total charges or minimum 10 records)						
Date	Check Number	Payee	Type of Expense	Are there supports for check? (y/n)	Is expense Allowable? (y/n)	Comments

Guide for Review of ESG Subrecipient Grant Management			
Name of Recipient:			
Name of Subrecipient(s):			
Staff Consulted:			
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select “NO” in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to assess the recipient’s compliance with subrecipient grant management requirements of the Emergency Solutions Grants (ESG) program. HUD reviewers should use a combination of the information in program files and subrecipient staff interviews to answer the questions below. The Exhibit is divided into eight sections: Subgrants Management and Oversight; Systems Coordination Requirements; Recordkeeping; Homeless Management Information System (HMIS); Other ESG-Specific Requirements; Administrative Costs and Financial Management; Other Federal Requirements; and Additional 2 CFR 200 Review for Sub-Subawards.

As previously noted, the ESG rule at 24 CFR part 576 generally incorporates the uniform administrative requirements, cost principles, and audit requirements, which were recently revised and codified at 2 CFR part 200. This Exhibit contains both questions to monitor compliance with 2 CFR part 200 and questions to monitor compliance with the former uniform administrative requirements, cost principles, and audit requirements (i.e., 24 CFR parts 84 and 85 (2013), 2 CFR 225 and 230 (2013), OMB Circular A-133). For HUD’s expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD’s April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>).

The HUD reviewer must supplement this Exhibit with Exhibit 28-9 (covering the procurement requirements in 24 CFR parts 85 and 84) and Exhibit 34-3 (covering the procurement requirements in 2 CFR part 200), as applicable.

Where ESG funds were used for rental assistance or services, the HUD reviewer **MUST** complete the applicable Exhibits in Chapter 24 of this Handbook, *Lead-Based Paint Compliance*. NOTE: See Exhibit 24-2 (Services), Exhibit 24-3 (Tenant-Based Rental Assistance), or Exhibit 24-4 (Project-Based Rental Assistance).

This Exhibit can be used to either monitor a single subrecipient or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a “No” response is required.

Questions:

A. SUBGRANTS MANAGEMENT AND OVERSIGHT

1.

<p>Eligible Subrecipients:</p> <p>a. If the organization is a subrecipient of a state, is it a unit of general purpose local government (which can include a metropolitan city or urban county that receives ESG funds directly from HUD, or a combination of general purpose local governments recognized by HUD), or a private nonprofit organization within the state; or</p> <p>b. If the organization is a subrecipient of a metropolitan city, urban county, or territory, is it a private nonprofit organization?</p> <p>NOTE: A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.</p> <p>[24 CFR 576.2; 24 CFR 576.202]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

2.

<p>Obligation Requirements (State subrecipients that are units of general purpose local government): Within 120 days after the date the state obligated its funds to a unit of general purpose local government, did the subrecipient obligate all of those funds by: a subgrant agreement with, or a letter of award requiring payment to, a private nonprofit organization; a procurement contract; and/or the written designation of a department within the government of the subrecipient to directly carry out an eligible activity?</p> <p>[24 CFR 576.203(a)(1)(ii)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p>Payments to Subrecipients (Units of General Purpose Local Government): If the subrecipient is a unit of general purpose local government, did it pay each of its subrecipients for allowable costs within 30 days after receiving the subrecipient's complete payment request?</p> <p>[24 CFR 576.203(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

B. SYSTEMS COORDINATION REQUIREMENTS

4.

<p>Coordination with Other Targeted Homeless Services: Does each subrecipient's records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with the programs, including those listed under 24 CFR 576.400(b), that are targeted to homeless people in the area covered by the Continuum of Care (CoC) or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area? [24 CFR 576.400(b); 24 CFR 576.500(m)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

5.

<p>System and Program Coordination with Mainstream Resources: Does each subrecipient's records reflect that it coordinated and integrated, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which homeless and at-risk persons might be eligible? [24 CFR 576.400(c); 24 CFR 576.500(m)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

6.

<p>Use of the Coordinated Assessment System: If the CoC for the area in which the program or project is located has established a coordinated assessment system that meets HUD's requirements, do the records show:</p> <ul style="list-style-type: none"> a. that the subrecipient (unless it is a victim service provider) uses that assessment system; and b. all initial evaluations were conducted in accordance with the coordinated assessment system requirements? <p>NOTE: ESG-funded victim service providers may choose not to use the CoC's coordinated assessment system. [24 CFR 576.400(d); 24 CFR 576.401(a); 24 CFR 576.500(g)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

7.

<p>Coordinated Assessment (Consistency with Written Standards): Did each subrecipient work with the CoC to ensure that the screening, assessment, and referral of program participants are consistent with the ESG written standards required under 24 CFR 576.400(e)? [24 CFR 576.400(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

8.

<u>Establishing Written Standards (State Subrecipients)</u> : If a subrecipient of a state is required to establish its own written standards, did the subrecipient follow the state recipient's requirements for the establishment and implementation of these standards? [24 CFR 576.400(e)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

9.

<u>Written Standards (Content)</u> : If a subrecipient of a state is required to establish its own written standards, did the written standards include the minimum required elements described in 24 CFR 576.400(e)(3)? [24 CFR 576.400(e)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

C. RECORDKEEPING

10.

<u>Recordkeeping (Subrecipients)</u> : If applicable, did the subrecipient retain copies of all solicitations of and agreements with its subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients? [24 CFR 576.500(v)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

11.

<u>Recordkeeping (Eligibility)</u> : Does each subrecipient's records document that staff followed the recipient's policies and procedures to: a. conduct an initial evaluation and re-evaluations as required, and b. document eligibility in accordance with HUD's requirements? [24 CFR 576.400(e)(3); 24 CFR 576.401(a), (b), and (c); 24 CFR 576.500(a), (b), (c), and (e)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

12.

<u>Recordkeeping (Program Participant Records)</u> : Did each subrecipient ensure that each program participant record documented compliance with applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR 576.101 through 24 CFR 576.106? [24 CFR 576.500(f)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

13.

<p>Confidentiality: Did each subrecipient have written procedures to ensure confidentiality, including:</p> <ul style="list-style-type: none"> a. all records containing personally identifying information of any individual or family who applies for and/or receives ESG assistance are kept secure and confidential; b. the address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under ESG; and c. the address or location of any program participant housing? <p>[24 CFR 576.500(x)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

14.

<p>Recordkeeping (Record Retention): Did the recipient or its subrecipients retain copies of the required records for the greater of 5 years or the applicable time period below:</p> <ul style="list-style-type: none"> a. for emergency shelters subject to a 10-year minimum period of use: at least 10 years from the date that ESG funds were first obligated for the major rehabilitation or conversion of the building; or b. for program participant files: at least 5 years after the expenditure of all funds from the grant under which the program participant was served? <p>[24 CFR 576.500(y)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

D. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

15.

<p>Data Collection and Recordkeeping: Do records reflect that each subrecipient entered data on all persons it served under ESG and on all of its ESG activities into the applicable community-wide HMIS or, for victim services providers (and legal services providers that opt out), into a comparable database, in accordance with HUD's HMIS data standards?</p> <p>NOTE: Each subrecipient must be able to provide documentation, such as HMIS reports, that shows subrecipient client-level and activity-level data are being entered into the applicable CoC's HMIS (or a comparable database).</p> <p>[24 CFR 576.400(f); 24 CFR 576.500(n); 2014 HMIS Data Standards]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

16.

<p><u>Eligible costs (HMIS)</u>: If the subrecipient is not a victim service provider, or a legal service provider that uses a comparable database, did the subrecipient use ESG funds only for costs eligible for the purpose of contributing data to the HMIS designated by the CoC? [24 CFR 576.107(a)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

17.

<p><u>Data entry (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were data maintained in the comparable database and not contributed or entered into an HMIS? [24 CFR 576.400(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

18.

<p><u>Eligible costs (Comparable database)</u>: If the subrecipient is a victim service provider, or a legal services provider that uses a comparable database, were funds used for establishing and operating a comparable database that complies with HUD's HMIS requirements, including collecting client-level data over time (i.e., longitudinal data) and generating unduplicated aggregate reports? [24 CFR 576.400(f); 24 CFR 576.107(a)(3); 24 CFR 576.107(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

E. OTHER ESG-SPECIFIC REQUIREMENTS

19.

<p><u>Matching Requirements</u>: If the recipient required its subrecipients to contribute match, did the subrecipients' records reflect that they met the applicable requirements, including records of the source and use of matching funds? [24 CFR 576.201; 24 CFR 576.500(o) and (v)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

20.

<p><u>Conflicts of Interest (Organizational)</u>: Did a representative sample of the subrecipients' records reveal zero instances where: a. any type or amount of ESG assistance was conditioned on acceptance of shelter or housing owned by the recipient, subrecipient, contractor, or any parent or subsidiary of the subrecipient or contractor; or b. a subrecipient or contractor carried out the initial evaluation for a program participant while the individual or family was occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor; or</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
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<p>c. a subrecipient or contractor administered any homelessness prevention assistance to an individual or family occupying housing owned by the subrecipient or contractor, or any parent or subsidiary of the subrecipient or contractor? [24 CFR 576.404(a); regarding contractors, 24 CFR 576.404(c); 24 CFR 576.500(p)]</p>	
<p>Describe Basis for Conclusion:</p>	

21.

<p><u>Conflicts of Interest (Individual)</u>: Does each subrecipient's records: a. contain personal conflicts of interest policy or codes of conduct developed and implemented to comply with requirements; b. demonstrate that the officers and staff of the subrecipient and any contractors complied with the individual conflict of interest requirements at 24 CFR 576.404(b); or c. contain documentation supporting any exceptions to the personal conflicts of interest prohibition? [24 CFR 576.404(b); 24 CFR 576.500(p)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

22.

<p><u>Homeless Participation</u>: Did each subrecipient involve homeless individuals and families, to the maximum extent practicable, in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG (could include employment or volunteer services)? [24 CFR 576.405(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

23.

<p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not engage in inherently religious activities as part of the programs or services funded under ESG? If the subrecipient conducted these activities, were they offered separately, in time or location, from the programs or services funded under ESG, and was participation voluntary for all program participants? [24 CFR 576.406(b); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

24.

<p><u>Faith-Based Activities</u>: Did each subrecipient ensure that it did not discriminate against a program participant or prospective program participant on the basis of religion or religious belief? [24 CFR 576.406(d); 24 CFR 576.500(r)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

25.

<p>Faith-Based Activities (Rehabilitation): Did each subrecipient ensure that ESG funds were not used for the rehabilitation of sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship? [24 CFR 576.406(e); 24 CFR 576.500(r)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

26.

<p>Faith-Based Activities (Rehabilitation): If a structure is used for both eligible and inherently religious activities, did the subrecipient ensure that the amount of ESG funds used was limited to the costs of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds? [24 CFR 576.406(e); 24 CFR 576.500(r)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

F. ADMINISTRATIVE COSTS AND FINANCIAL MANAGEMENT

27.

<p>Eligible activities: Were subrecipients' expenses allowable? NOTE: To answer this question with respect to 2 CFR 200.403, the HUD reviewer MUST complete Exhibit 34-2, <i>Guide for Review of Cost Allowability</i>. [24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22, 2 CFR 200.403]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

28.

<p>Eligible Costs: Did each subrecipient charge staff and overhead costs directly related to carrying out activities eligible under one of the components to the applicable activity, and retain supporting documentation for all costs charged to the grant? [24 CFR 576.100(d); 24 CFR 576.108(a); 24 CFR 576.500(u)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

29.

<p>Eligible Administrative Costs: If a subrecipient received Administrative funds:</p> <ol style="list-style-type: none"> were all administrative costs eligible in accordance with 24 CFR 576.108; and were the costs of carrying out the environmental review charged as an Administrative activity? <p>[24 CFR 576.108(a)(1), (2), and (4)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

30.

<p>Training Costs: If any staff time was spent on training:</p> <p>a. was it only for providing training on ESG requirements, attending HUD-sponsored ESG training, training staff on using HMIS or a comparable database, or attending HUD-approved training on HMIS and the ESG program; and</p> <p>b. was it charged to the appropriate component (only HMIS for HMIS-related training, and Administrative costs for all other training)?</p> <p>[24 CFR 576.108(a)(1), (2), and (4); 24 CFR 576.107]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

31.

<p>Indirect Costs: If any indirect costs were charged to the grant, were allocations made to each eligible activity and consistent with an indirect cost rate proposal developed in accordance with the Uniform Administrative Requirements?</p> <p>[24 CFR 576.109; 2 CFR 576.500(u)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

32.

<p>Eligible activities: Did a review of personnel costs charged to ESG, including a review of job descriptions, reveal that, for all staff time paid for with ESG funds, the staff member was working on eligible ESG activities?</p> <p>[24 CFR 576.500(u)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

G. OTHER FEDERAL REQUIREMENTS

33.

<p>Drug-Free Workplace: Did each subrecipient have a drug-free workplace statement per the requirements of 2 CFR part 2429?</p> <p>[24 CFR 5.105(d) and 24 CFR 576.407(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

34.

<p>If the requirements of the Drug-Free Workplace Certification were reviewed, is each subrecipient in compliance?</p> <p>[24 CFR 5.105(d); 24 CFR 576.407(a); 2 CFR part 2429]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

35.

<p><u>Non-Discrimination, Section 504 of the Rehabilitation Act of 1973, and Other Equal Opportunity Requirements:</u> Did records demonstrate that each subrecipient is in compliance with the applicable requirements in 24 CFR part 5, Subpart A, including the nondiscrimination and equal opportunity requirements at 24 CFR part 5.105(a)? (Use pertinent Exhibits in Chapter 22, as necessary.) [24 CFR part 5, Subpart A; 24 CFR 576.407(a); 24 CFR 576.500(s)(1)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

36.

<p><u>Affirmative Outreach:</u> Do the records indicate that the recipient and its subrecipients:</p> <ul style="list-style-type: none"> a. make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis, and establish additional procedures, as required under 24 CFR 576.407(b), to ensure that the “target population” who may qualify are made aware of the availability of these facilities, assistance, or services; and b. take appropriate steps to ensure effective communication with persons with disabilities; and c. take reasonable steps to ensure meaningful access to programs and activities for persons with limited English proficiency (LEP)? (Use pertinent Exhibits in Chapter 22 as necessary.) <p>[24 CFR part 5, Subpart A; 24 CFR 576.407(b); 24 CFR 576.500(s)(1)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

37.

<p><u>Applicability of Uniform Administrative Requirements and OMB Circulars:</u> If this area was reviewed, did each subrecipient maintain records documenting compliance with the applicable requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards? [24 CFR 576.407(c); 24 CFR 576.500(s)(2)]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

38.

<p><u>Audits:</u> If this area was reviewed, was each subrecipient in compliance with the Single Audit Act of 1984, as amended, and implementing regulations? NOTE: To answer this question with respect to 2 CFR 200.501, the HUD reviewer MUST complete Exhibit 34-1, section K (“Audit Requirements”). [24 CFR 84.26; 24 CFR 85.26; 24 CFR 576.407(c); 2 CFR 200.501]</p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
<p>Describe Basis for Conclusion:</p>	

39.

<p>Lead-Based Paint: Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the subrecipient complied with all lead-based paint requirements?</p> <p>NOTE: See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, MUST be completed to answer this question.</p> <p>[24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

40.

<p>In making an award to the subrecipient, did the recipient evaluate the subrecipient’s risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring?</p> <p>NOTE: This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> • the subrecipient’s prior experience with the same or similar subawards; • the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program; • whether the subrecipient has new personnel or new or substantially changed systems; and • the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD. <p>[24 CFR 576.407(c) and 2 CFR 200.331(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

41.

<p>Section 3: If applicable, was each subrecipient in compliance with the applicable requirements of Section 3 of the Housing and Urban Development Act of 1968?</p> <p>[24 CFR part 135; 24 CFR 576.407(a); 24 CFR 576.405(c)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

H. ADDITIONAL 2 CFR PART 200 REVIEW FOR SUB-SUBAWARDS

NOTE: The following questions apply when a subrecipient carries out its subgrant by making subgrants to a lower tier of subrecipients. To ensure clarity and consistency with part 200, the term “pass-through entity” refers to the first or higher-tier subrecipient, and the term “subrecipient” refers to the subrecipient(s) at the lower tier.

42.

<p>If the pass-through entity provides funds through either a subrecipient agreement or a contract, has it followed the criteria in 2 CFR 200.330 for making case-by-case determinations of whether the entity is receiving the funds in the role of either a subrecipient or contractor? [24 CFR 576.407(c); 2 CFR 200.330]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

43.

<p>In making an award to a subrecipient, has the pass-through entity evaluated each subrecipient's risk of noncompliance with the Federal statutes, regulations, and terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring? NOTE: This evaluation may include consideration of factors such as:</p> <ul style="list-style-type: none"> • the subrecipient's prior experience with the same or similar subawards; • the results of previous audits, including whether or not the subrecipient receives a Single Audit in accordance with Subpart F of 2 CFR part 200, and the extent to which the same or similar subaward has been audited as a major program; • whether the subrecipient has new personnel or new or substantially changed systems; and • the extent and results of previous HUD monitoring, if the subrecipient also receives funds directly from HUD. <p>[24 CFR 576.407(c); 2 CFR 200.331(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

44.

<p>For each subaward provided to a subrecipient, has the pass-through entity clearly identified it as a subaward to a subrecipient and included the following information at the time of the subaward:</p> <ol style="list-style-type: none"> a. Federal award identification? b. Subrecipient name (which must match the name associated with the unique entity identifier)? c. Subrecipient's unique entity identifier? d. HUD award identification number? e. Federal award date, as defined in 2 CFR 200.39 (the date that HUD signed the award to the recipient)? f. Subaward period of performance start and end date? g. Total amount of the Federal award committed to the subrecipient by the pass-through entity? h. Amount of Federal funds obligated by this action by the pass-through entity to the subrecipient? i. Total amount of Federal funds obligated to the subrecipient by the pass-through entity, including the current obligation? 	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
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Exhibit 28-3
Emergency Solutions Grants

6509.2 REV-7

<p>j. Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)?</p> <p>k. HUD's name, the name of the pass-through entity, and contact information for the awarding official of the pass-through entity?</p> <p>l. Catalog of Federal Domestic Assistance (CFDA) number and name of the HUD program under which the award is made?</p> <p>m. Identification of whether the award is Research & Development (R&D), if applicable?</p> <p>n. Indirect cost rate for the HUD award to the recipient?</p> <p>o. Indirect cost rate for the subaward (which must be an approved Federally-recognized indirect cost rate negotiated between the subrecipient and the Federal government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with 2 CFR part 200), or a de minimis indirect cost rate as defined in §200.414(f))?</p> <p>p. All requirements imposed by the pass-through entity on the subrecipient so that the subaward is used in accordance with the Federal statutes, regulations, and the terms and conditions of the HUD award to the recipient?</p> <p>q. Any additional requirements imposed by the pass-through entity on the subrecipient in order for the pass-through entity to meet its own obligations under the ESG program, including identification of any required financial or performance reports?</p> <p>r. A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet its requirements under 2 CFR part 200?</p> <p>s. Appropriate terms and conditions concerning closeout of the subaward?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(a)]</p>	
<p>Describe Basis for Conclusion:</p>	

45.

<p>a. For subawards provided to subrecipients, has the pass-through entity monitored the activities of the subrecipient as necessary, to ensure that the subaward was used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are being, or have been, achieved?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(d)]</p>	<table border="0"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

<p>b. Did the pass-through entity's monitoring of the subrecipient include:</p> <ul style="list-style-type: none"> • Reviewing financial and performance reports required by the pass-through entity? • Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the subaward detected through audits, on-site reviews, or other means? • Issuing a management decision for audit findings pertaining to the subaward as required by 2 CFR 200.521? <p>[24 CFR 576.407(c); 2 CFR 200.331(d)(1) – (3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

46.

<p>a. For each subrecipient provided a subaward, has the pass-through entity determined whether the subrecipient met or exceeded the audit threshold set in 2 CFR 200.501 for the respective fiscal year?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>b. If a subrecipient meets the audit threshold in 2 CFR 200.501, has the pass-through entity verified that the subrecipient is audited as required by Subpart F of 2 CFR part 200?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

47.

<p>For each subrecipient receiving a subaward, has the pass-through entity considered whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(g)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

48.

<p>If the pass-through entity found any subrecipient non-compliant, did the pass-through entity consider taking enforcement action against the subrecipient per 2 CFR 200.338 and the program regulations?</p> <p>[24 CFR 576.407(c); 2 CFR 200.331(h)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Guide for Review of ESG Rapid Re-housing and Homelessness Prevention Requirements			
Name of Recipient:			
Name of Subrecipient(s):			
Staff Consulted:			
Name(s) of Reviewer(s)		Date	

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute, regulation, or grant agreement). If the requirement is not met, HUD must select “NO” in response to the question and make a finding of noncompliance. All other questions that do not contain the citation for the requirement do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "**finding**."

Instructions: This Exhibit is designed to assess the recipient’s compliance with the Rapid Re-housing and/or Homelessness Prevention component(s) of the Emergency Solutions Grant (ESG) program. The eligible activity areas of review include: Housing Relocation and Stabilization Services – Services; Housing Relocation and Stabilization Services – Financial Assistance; and Short- and Medium-term Rental Assistance. These activities are eligible when necessary to either (1) help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing, or (2) prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in 24 CFR 576.2. The Exhibit is divided into three sections: General Requirements; Housing Relocation and Stabilization Services; and Short- and Medium-term Rental Assistance. Section B is broken down into sub-sections for Financial Assistance Costs and Services Costs. Section C is broken down into sub-sections for General Requirements and Project-based Rental Assistance. Every question has a header identifying the specific area of review. If the ESG recipient has not funded a particular activity or cost, check the N/A box and continue on to the next section, sub-section, or question of the Exhibit.

This Exhibit can be used to monitor a recipient, a single subrecipient, or multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a “No” response is required.

Questions:

A. GENERAL REQUIREMENTS

1.

<p>Initial Evaluation: Did the recipient or its subrecipient conduct an initial evaluation to determine each individual’s or family’s eligibility for rapid re-housing or homelessness prevention assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing? [24 CFR 576.401(a)]</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

2.

<p>Eligibility Criteria (Homelessness Prevention): Did the recipient or its subrecipient document that all program participants who received homelessness prevention assistance:</p> <p>a. met the eligibility criteria of the “at risk of homelessness” definition or categories 2, 3, or 4 (if category 4, not sleeping in a place described in category (1)) of the “homeless” definition; and</p> <p>b. have an annual income (as determined in accordance with 24 CFR 5.609) below 30% AMI? [24 CFR 576.103; 24 CFR 576.401(c); 24 CFR 576.500(b); 24 CFR 576.500(c); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p>Eligibility Criteria (Rapid Re-housing): Did the recipient or its subrecipient document that all program participants who received rapid re-housing assistance met the eligibility criteria:</p> <p>a. under category (1) of the homeless definition, <u>or</u></p> <p>b. under category (4) <u>and</u> live in an emergency shelter or place described in category (1) of the homeless definition? [24 CFR 576.104; 24 CFR 576.500(b); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

4.

<p>Re-evaluations (Rapid Re-housing/Homelessness Prevention): Do program participant records document that the recipient or its subrecipient re-evaluated program participants’ eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance? [24 CFR 576.401(b)(1); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

5.

<p>Written Standards:</p> <p>a. Did the recipient and/or its subrecipients adopt written standards for the provision of homelessness prevention and rapid re-housing assistance, as required by 24 CFR 576.400(e)(1) and 24 CFR 576.400(e)(2)?</p> <p>b. Did these written standards cover the following topics (listed in 24 CFR 576.400(e)(3)):</p> <ol style="list-style-type: none"> 1. evaluating individuals' and families' eligibility for assistance under ESG; 2. coordination among emergency shelter providers, essential services providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers; 3. determining and prioritizing which eligible families and individuals would receive homelessness prevention assistance and which eligible families and individuals would receive rapid re-housing assistance; 4. determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance; 5. determining how long the program participant will be provided with rental assistance and whether and how the amount of that assistance would be adjusted over time; 6. determining the type, amount, and duration of housing stabilization and/or relocation services to provide to the program participant? <p>c. Do the program participant records show that homelessness prevention and rapid re-housing assistance were provided in accordance with the applicable written standards?</p> <p>[24 CFR 576.400(e)(1); 24 CFR 576.400(e)(2); 24 CFR 576.400(e)(3)(i); 24 CFR 576.400(e)(3)(v); 24 CFR 576.400(e)(3)(vi); 24 CFR 576.400(e)(3)(vii); 24 CFR 576.400(e)(3)(viii); 24 CFR 576.400(e)(3)(ix); 24 CFR 576.500(f)]</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

6.

<p>Re-evaluations (Rapid Re-housing/Homelessness Prevention): Do program participant records document that each re-evaluation of eligibility established that the program participant:</p> <p>a. did not have an annual income that exceeds 30% AMI as established by HUD; and</p> <p>b. lacked sufficient resources and support networks necessary to retain housing without ESG assistance?</p> <p>[24 CFR 576.401(b)(1)(i)-(ii); 24 CFR 576.500(e); 24 CFR 576.500(f)]</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> <td style="text-align: center; width: 33%;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> <td style="text-align: center;">N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

7.

<p><u>Recordkeeping (Ineligibility)</u>: For each individual and family determined ineligible to receive ESG assistance, did the recipient or its subrecipient document the reason for that determination? [24 CFR 576.500(d)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

8.

<p><u>Eligible Costs (Homelessness Prevention)</u>: Were all homelessness prevention costs eligible and necessary to help the program participant regain stability in the program participant’s current housing or to move into other permanent housing and achieve stability in that housing? [24 CFR 576.103; 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

9.

<p><u>Housing Stability Case Management</u>: While providing rapid re-housing or homelessness prevention assistance to a program participant, does the program participant file document that the program participant met with a case manager at least once per month to assist the participant in ensuring long-term housing stability? [24 CFR 576.401(e)(1); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

10.

<p><u>Housing Stability Case Management</u>: While providing rapid re-housing or homelessness prevention assistance to a program participant, did the recipient or its subrecipient document in the program participant’s file that it developed a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant’s current or expected income and expenses, other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area? [24 CFR 576.401(e)(2); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

11.

<p><u>Connections to Mainstream and Other Resources</u>: While providing rapid re-housing or homelessness prevention assistance to program participants, did the recipient or its subrecipients assist each program participant to obtain mainstream and other resources as needed? [24 CFR 576.401(d)(1); 24 CFR 576.401(d)(2); 24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

12.

<p><u>Recordkeeping (Program Participant Records)</u>: Did each program participant record document: a. the services and assistance provided to that program participant, including, as applicable, security deposit, rental assistance, and utility payments made on behalf of the program participant; and b. compliance with all applicable requirements for providing services and assistance to that program participant? [24 CFR 576.500(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

13.

<p><u>Terminating Assistance</u>: a. If the recipient or any of its subrecipients terminated any participants from the program, did they do so in accordance with a formal process established by the recipient or its subrecipient(s) that recognizes the rights of individuals affected, that met the following requirements: (1) written notice to the program participant containing a clear statement of the reasons for termination, (2) a review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate) who made or approved the termination decision, and (3) prompt written notice of the final decision to the program participant? b. Did the recipient and/or its subrecipient examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases? [24 CFR 576.402(a); 24 CFR 576.402(b)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

14.

<p>Lead-Based Paint: Where ESG funds were used for rental assistance (TBRA or PBRA) or supportive services, do records reflect that the recipient and subrecipient complied with all lead-based paint requirements? NOTE: Exhibit 24-2 (Supportive Services), Exhibit 24-3 (TBRA), or Exhibit 24-4 (PBRA), as applicable, MUST be completed to answer this question. See Chapter 24, <i>Lead-Based Paint Compliance</i>, in this Handbook. [24 CFR 35.700-730 (PBRA); 24 CFR 35.1000-1020 (Supportive Services); 24 CFR 35.1200-1225 (TBRA); 24 CFR 576.403(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

15.

<p>Minimum Habitability Standards: Did the recipient and its subrecipients ensure that all housing units met the minimum habitability standards before incurring any costs to help program participants remain in or move into those housing units? [24 CFR 576.403(c); 24 CFR 576.500(j)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

16.

<p>Conflicts of Interest (Organizational): Did the recipient and its subrecipients ensure that:</p> <p>a. no type or amount of ESG assistance was conditioned on an individual or family's acceptance of housing owned by the recipient, subrecipient, contractor, parent, or subsidiary of the subrecipient; and</p> <p>b. no subrecipient (nor any of its parent or subsidiary organizations) that owns housing, carried out the initial evaluation under 24 CFR 576.401, or administered homelessness prevention assistance for occupants of that subrecipient's housing? [24 CFR 576.404(a)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

B. HOUSING RELOCATION AND STABILIZATION SERVICES

Financial Assistance Costs: If the recipient has not expended ESG funds on Financial Assistance costs, check the N/A boxes and skip to the Services Costs subsection of this Exhibit.

17.

<p><u>Financial Assistance Costs:</u> Did the recipient and its subrecipients ensure that:</p> <p>a. no program participant received financial assistance under 24 CFR 576.105(a) that was of the same type of assistance that the program participant was receiving through other public sources; and</p> <p>b. no program participant who received replacement housing payments under the Uniform Relocation Act (URA) received financial assistance under 24 CFR 576.105(a) during the period of time covered by the URA payments?</p> <p>[24 CFR 576.105(d)]</p>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

18.

<p><u>Financial Assistance Costs:</u> Were eligible costs listed in 24 CFR 576.105(a) paid only to a housing owner, utility company, or other third party (not directly to the program participant)?</p> <p>[24 CFR 576.105(a)]</p>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

19.

<p><u>Financial Assistance Costs (Rental Housing Application Fees):</u> Were rental housing application fees paid for with ESG funds a standard charge issued by the owner to all applicants?</p> <p>[24 CFR 576.105(a)(1)]</p>	<table border="1"> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Yes</td> <td>No</td> <td>N/A</td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Yes	No	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
Yes	No	N/A					
<p>Describe Basis for Conclusion:</p>							

20.

Financial Assistance Costs (Security Deposits): Were security deposits paid for with ESG funds equal to no more than 2 months' rent? [24 CFR 576.105(a)(2)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

21.

Financial Assistance Costs (Last Month's Rent): Were costs for the last month's rent paid for with ESG funds: a. necessary to obtain housing for a program participant; b. paid to the owner of the housing at the time the owner was paid the security deposit and first month's rent; c. less than or equal to one month's rent; <u>and</u> d. included in calculating the program participant's total rental assistance? [24 CFR 576.105(a)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

22.

Financial Assistance Costs (Utility Deposits): Were utility deposits paid for with ESG funds only for eligible types of utility services (gas, electric, water, and sewage) and required by the utility company for all customers? [24 CFR 576.105(a)(4)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

23.

Financial Assistance Costs (Utility Payments): Were utility payments paid for with ESG funds: a. within the limit of 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service; b. only provided when the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments; <u>and</u> c. only for eligible types of utility services (gas, electric, water, and sewage)? [24 CFR 576.105(a)(5)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

24.

<p>Financial Assistance Costs (Moving Costs): Were moving costs paid for with ESG funds only for moving-related activities such as truck rental, hiring a moving company, and allowable temporary storage fees (up to 3 months, fees accrued after the date the program participant began receiving services and before the program participant moves into permanent housing, and excluding storage fees in arrears)? [24 CFR 576.105(a)(6)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Services Costs: If the recipient has not expended ESG funds on Services costs, check the N/A boxes and skip to the Short- and Medium-Term Rental Assistance section of this Exhibit (Section C).

25.

<p>Services Costs (Housing Search and Placement): Were housing search and placement costs paid for with ESG funds: a. necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing; and b. one of those listed in 24 CFR 576.105(b)(1)(i)-(viii)? [24 CFR 576.105(b)(1)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

26.

<p>Services Costs (Housing Stability Case Management): Were the activities paid for with ESG funds: a. one of those listed in 24 CFR 576.105(b)(2)(A)-(H), and b. for the purposes of assessing, arranging, coordinating, or monitoring the delivery of individualized services to: (1) facilitate housing stability for a program participant who resides in permanent housing; or (2) to assist a program participant in overcoming immediate barriers to obtaining housing? [24 CFR 576.105(b)(2)(A)-(H)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

27.

<p>Services Costs (Housing Stability Case Management): Were the housing stability case management costs paid for with ESG funds:</p> <p>a. under the Rapid Re-housing component, limited to:</p> <p>(1) 30 days during the period the program participant is seeking permanent housing; and</p> <p>(2) 24 months during the period the program participant is living in permanent housing; and</p> <p>b. under the Homelessness Prevention component, limited to 24 months? [24 CFR 576.105(b)(2)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

28.

<p>Services Costs (Mediation Costs): Were mediation costs paid for with ESG funds necessary to prevent the program participant from losing permanent housing in which the program participant currently resides, and used for mediation between the program participant and the owner or person(s) with whom the participant is living? [24 CFR 576.105(b)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

29.

<p>Services Costs (Legal Services): Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds consisted only of the following types of costs:</p> <p>a. for either: hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, or by person(s) under the supervision of the licensed attorney; or fees based on the actual service performed (i.e., fee for service), where the recipient/ subrecipient documented that such costs were less than what the cost of hourly fees would have been;</p> <p>b. for filing fees and other necessary court costs;</p> <p>c. subrecipients' employees' salaries and other costs necessary to perform the services (if the subrecipient is a legal services provider and performs the services itself); and</p> <p>d. for the following component services:</p> <p>(1) client intake;</p> <p>(2) preparation of cases for trial;</p> <p>(3) provision of legal advice;</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
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<p>(4) representation at hearings; (5) counseling? [24 CFR 576.102(a)(1)(vi)(A); 24 CFR 576.102(a)(1)(vi)(D); 24 CFR 576.102(a)(1)(vi)(E); 24 CFR 576.105(b)(4)]</p>	
Describe Basis for Conclusion:	

30.

<p>Services Costs (Legal Services): Did the recipient and its subrecipients ensure that the legal services costs paid for with ESG funds were only used:</p> <p>a. to the extent necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which they currently reside;</p> <p>b. for the following subject matters:</p> <p>(1) landlord/tenant matters; (2) child support; (3) guardianship; (4) paternity; (5) emancipation; (6) legal separation; (7) orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking; (8) appeal of veterans and public benefit claim denials; and (9) the resolution of outstanding criminal warrants; and</p> <p>c. to the extent that other appropriate legal services were unavailable or inaccessible in the community? [24 CFR 576.105(b)(4); 24 CFR 576.102(a)(1)(vi)(B); 24 CFR 576.102(a)(1)(vi)(C)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
Describe Basis for Conclusion:	

31.

<p>Services Costs (Credit Repair): Were credit repair costs paid for with ESG funds for counseling or other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, or resolving personal credit problems? [24 CFR 576.105(b)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
Describe Basis for Conclusion:	

32.

Services Costs (Credit Repair): Did credit repair costs paid for with ESG funds exclude the payment or modification of a debt? [24 CFR 576.105(b)(5)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

C. SHORT- AND MEDIUM-TERM RENTAL ASSISTANCE

General Requirements: If the recipient has not expended ESG funds on Short- or Medium-Term Rental Assistance, check the N/A boxes and skip to the next section.

33.

Rental Assistance (Limit): Did each program participant's total rental assistance, including any rental arrears and last month's rent, stay within the limit of 24 months during any 3-year period? [24 CFR 576.106(a)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

34.

Rental Assistance (Changes in Household Composition): Did the recipient and its subrecipients apply the limits on rental assistance to the total assistance each individual received, either as an individual or as part of a household? [24 CFR 576.106(j)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

35.

Rental Assistance (Use with Other Subsidies): Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, did the provision of rental assistance exclude: a. program participants who were receiving tenant-based rental assistance or living in a housing unit receiving project-based rental assistance or operating assistance through other public sources; and b. program participants who were provided with replacement housing payments under the URA during the period of time covered by the URA payments? [24 CFR 576.106(c)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

36.

<p><u>Rental Assistance (Fair Market Rent and Rent Reasonableness)</u>: Did the recipient and its subrecipients ensure that ESG rental assistance was only provided to units for which the rent complied with HUD's standard of rent reasonableness and did not exceed the applicable Fair Market Rent?</p> <p>NOTE: For this purpose, rent equals the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant paid separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.</p> <p>[24 CFR 576.106(d)(1); 24 CFR 576.106(d)(2); 24 CFR 576.500(i)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

37.

<p><u>Rental Assistance (Rental Assistance Agreement)</u>: Does the documentation show that the recipient or its subrecipients entered into a rental assistance agreement with each owner before providing the owner with rental assistance payments, including rental arrears?</p> <p>[24 CFR 576.106(e); 24 CFR 576.500(h)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

38.

<p><u>Rental Assistance (Rental Assistance Agreement)</u>: Did each rental assistance agreement:</p> <p>a. set forth the terms under which rental assistance will be provided, including the requirements that apply under 24 CFR 576.106;</p> <p>b. provide that, during the term of the agreement, the owner must give the recipient or its subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant; and</p> <p>c. contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease?</p> <p>[24 CFR 576.106(e); 24 CFR 576.106(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

39.

<p>Rental Assistance (Payments): Did the recipient or its subrecipient make timely payments to each owner in accordance with the rental assistance agreement? [24 CFR 576.106(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

40.

<p>Rental Assistance (Payments): Did the recipient and its subrecipients pay any late payment penalties that they incurred only with <u>non-ESG funds</u> (i.e., no ESG funds were used to pay late payment penalties incurred by the recipient or subrecipient)? [24 CFR 576.106(f)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

41.

<p>Rental Assistance (Leases): a. Does each program participant receiving rental assistance have a file that contains a legally binding, written lease between the program participant and the owner of the property or his/her agent for the rental unit; OR b. If the assistance was solely for rental arrears for a program participant who had an oral lease agreement in place: (1) does each agreement give the program participant an enforceable leasehold interest under state law; and (2) are the agreement and rent owed sufficiently documented by the owner's financial records, rent ledgers, or canceled checks? [24 CFR 576.106(g); 24 CFR 576.500(h)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

42.

<p>Rental Assistance (Rental Arrears): Were the rental arrears paid for with ESG funds one-time payments that did not exceed 6 months of rent in arrears (including any late fees on those arrears)? [24 CFR 576.106(a)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

43.

<p>Recordkeeping (Homelessness Prevention and Rapid Re-housing): Did the recipient or its subrecipient keep records, including copies of documentation of payments made to owners for rental assistance provided, and supporting documentation for these payments, including dates of occupancy by program participants? [24 CFR 576.500(h)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

44.

<p>Rental Assistance (TBRA): For tenant-based rental assistance, did the recipient and its subrecipients terminate the rental assistance agreement with the owner and stop providing rental assistance payments under that agreement when any of the following conditions were met: a. the program participant moved out of the unit for which the program participant has a lease; b. the lease terminated and was not renewed; or c. the program participant became ineligible to receive ESG assistance? [24 CFR 576.106(h)(3)(i)-(iii)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Project-Based Rental Assistance (PBRA): If the recipient has not expended funds on PBRA, check the N/A boxes. This is the final subsection of the Exhibit.

45.

<p>Rental Assistance (Project-based Rental Assistance): If the recipient or any of its subrecipients used ESG funds to pay the rent for a project-based unit before a program participant moved into the unit, does the program participant file reflect that : a. the program participant signed a lease and moved into the unit before the end of the month for which the first month's rent was paid; and b. the amount paid was less than or equal to the rent to be charged under the program participant's lease and included when determining that program participant's total rental assistance? [24 CFR 576.106(i)(2)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

46.

<p>Rental Assistance (PBRA): Did the recipient and its subrecipients make monthly rental assistance payments only for months when a unit was leased to a program participant (either partial or the whole month)? [24 CFR 576.106(i)(3)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

47.

<p>Rental Assistance (PBRA): For program participants living in housing with project-based rental assistance, does the program participant's file contain a lease with an initial term of at least 1 year AND did the recipient or its subrecipient (whoever signed the agreement) enter into a rental assistance agreement with the owner for an initial term of 1 year? [24 CFR 576.106(g); 24 CFR 576.106(i)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

48.

<p>Rental Assistance (PBRA): If a program participant was determined ineligible or reaches the maximum number of months over which rental assistance could be provided, did the recipient or its subrecipient suspend or terminate the rental assistance payments for the unit? [24 CFR 576.106(i)(4)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

49.

<p>Rental Assistance (PBRA): Did the recipient and its subrecipients ensure that the term of occupancy in each program participant's lease was not conditioned on the provision of rental assistance payments, and if ESG-funded rental assistance was suspended, was the program participant allowed to remain in the unit as permitted under the lease? [24 CFR 576.106(i)(4)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

50.

<p>Rental Assistance (PBRA – Expenditure Deadline): Did the recipient and its subrecipients commit ESG funds only to be expended: a. within the expenditure deadline in 24 CFR 576.203; and b. for current ESG grants (i.e., not before a grant is awarded)? [24 CFR 576.106(i)(5)]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Guide for Review of ESG Financial Management and Cost Allowability		
Name of Recipient:		
Name of Subrecipient(s):		
Grant Number:		
Staff Consulted:		
Name(s) of Reviewer(s)		Date

NOTE: All questions that address requirements contain the citation for the source of the requirement (statute and regulation). If the requirement is not met, HUD must select "NO" in response to the question and make a finding of noncompliance. All other questions (questions that do not contain the citation for the requirement) do not address requirements, but are included to assist the reviewer in understanding the participant's program more fully and/or to identify issues that, if not properly addressed, could result in deficient performance. Negative conclusions to these questions may result in a "concern" being raised, but not a "finding."

Instructions: This Exhibit is designed to assess a recipient's and/or its subrecipient's financial management system, as well as the eligibility of the program's expenditures. **Note:** This Exhibit is designed only to monitor compliance with the ESG interim rule, the Uniform Administrative Requirements (24 CFR part 84 and 85), and the cost principles at 2 CFR part 225 (OMB Circular A-87) and 2 CFR part 230 (OMB Circular A-122), as in effect prior to December 26, 2014. Accordingly, this Exhibit includes citations to regulations and OMB Circulars that pre-dated HUD's implementation of 2 CFR Part 200 (e.g., 24 CFR Part 576 (2013 edition), OMB Circular A-87, 24 CFR Part 85 (2013), 24 CFR Part 84 (2013), and OMB Circular A-122). CPD staff should use the citations in this Exhibit when making findings.

To monitor compliance with the new requirements at 2 CFR part 200, the HUD reviewer must complete Exhibit 34-1, *Guide for Review of Financial Management and Audits* and Exhibit 34-2, *Guide for Review of Cost Allowability*. For HUD's expectations on monitoring for compliance with the uniform administrative requirements, cost principles, and audit requirements during the period of transition to 2 CFR part 200, please see HUD's April 13, 2016, Notice CPD-16-04 (<http://portal.hud.gov/hudportal/documents/huddoc?id=16-04cpdn.pdf>). When completing this Exhibit or Exhibits 34-1 and 34-2, the HUD reviewer must also complete Exhibit 28-7, *Guide for Review of ESG Match Requirements*.

This Exhibit can be used to either monitor the recipient alone, the recipient with a single subrecipient, or the recipient with multiple subrecipients. It is the responsibility of the HUD reviewer to ensure that the responses provide sufficient documentation to support the basis for the conclusions. Keep in mind that, if multiple entities are reviewed and a deficiency is identified for a single entity, a "No" response is required.

Questions:

1.

Did the recipient and its subrecipients have written policies and procedures to ensure that ESG funds are used in accordance with ESG requirements and sufficient records to enable HUD and the recipient to determine whether ESG requirements are being met? [24 CFR 576.500(a)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

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2.

<p>Did the recipient and its subrecipients maintain records that identify adequately the source and application of funds for federally-sponsored activities?</p> <p>NOTE: These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest. [24 CFR 576.407(c); 24 CFR 576.500(s)(2); 24 CFR 84.21(b)(2); 24 CFR 85.20]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

3.

<p><u>Eligible Activities:</u> Are the recipient's and its subrecipients' expenses allowable, allocable, and reasonable? [24 CFR 576.100-576.109; 24 CFR 576.500(u)(2); 24 CFR 84.21(b)(6); 24 CFR 85.22]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

4.

<p>Do the fiscal records indicate evidence that the recipient and its subrecipients have effective internal control over, and accountability of, all grant funds, property and other assets? [24 CFR 576.500(u); 24 CFR 84.21(b)(3); 24 CFR 85.20]</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

Internal Controls (Reference for some of the questions: GAO/AIMD-98-21.2.1, "Framework for Federal Financial Management System Checklist," May 1998)

5.

<p>a. Do the recipient and its subrecipients have an organization chart that illustrates the actual lines of authority/responsibility?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

<p>b. Are primary duties for key employees of the recipient and its subrecipients defined?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

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<p>c. Does the recipient's and its subrecipients' chart of accounts include a complete listing of the account numbers used to support the control required to ensure that resources used do not exceed resources authorized?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>d. Do the approval controls provide reasonable assurance that appropriate individuals approve recorded transactions in accordance with management's general or specific criteria?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>e. Do the controls over the design and use of documents and records provide reasonable assurance that transactions and events are properly documented, recorded, and auditable?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>f. In the normal course of the position's requirements, are duties segregated to effectively reduce the opportunity for someone to perpetrate or conceal errors or irregularities?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>g. Is it clear that all personnel are responsible for communicating to appropriate supervisory officials the recipient's or its subrecipients' operating problems and noncompliance with laws and regulations?</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	
<p>h. Do the internal control procedures support the ability to prepare financial statements that are accurately presented in conformity with generally accepted or other relevant and appropriate accounting principles and regulatory requirements? (One level of assurance of the accuracy and integrity of data is provided by the recipient attaining an unqualified opinion on the audited annual financial statements and internal controls.)</p>	<p><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A</p>
<p>Describe Basis for Conclusion:</p>	

6.

Do the recipient and its subrecipients identify expenditures in their accounting records according to eligible program activities identified in the program regulation, the recipient's Action Plan, and the drawdown activity information? [24 CFR 576.100; 24 CFR 576.500(u); 24 CFR 84.21(b)(2); 24 CFR 85.20]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

7.

Does a review of the sample transaction records indicate that grant expenditures were eligible costs under regulations, were necessary and reasonable for proper and efficient administration of the program, were allocable to the program, and supported by adequate source documentation (invoices, contracts, or purchase orders)? [24 CFR 576.100-576.109; 24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20(b)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

8.

Does the source documentation support the amount drawn down from the payment requests? [24 CFR 576.500(u); 24 CFR 84.21(b); 24 CFR 85.20]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

9.

Do the recipient's financial information (e.g., drawdowns, unexpended balances) records match the information in HUD's financial systems (e.g., Line of Credit Control System (LOCCS), Integrated Disbursement and Information System (IDIS)) for the period under review? [24 CFR 576.500(aa); 24 CFR 85.20]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

10.

Are payments for salaries and wages supported by documented payrolls and personnel activity reports as specified in the applicable cost principles? [24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

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11.

Are charges to the grant by both governmental units and nonprofit organizations for salaries and wages, whether treated as direct or indirect costs, based on payrolls documented in accordance with generally accepted accounting principles and approved by a responsible official(s) of the organization being monitored? [24 CFR 576.500(u)(2); OMB Circular A-122, Attachment B, 8(m); OMB Circular A-87, Attachment B, 8(h)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

12.

For government employees working solely on the grant, are charges for their salaries and wages supported by periodic certifications that the employees worked solely on that program for the period covered by the certification? [24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

13.

For government employees, were the certifications prepared at least semi-annually and signed by the employee or a supervisory official having first-hand knowledge of the work performed by the employee? [24 CFR 576.500(u)(2); OMB Circular A-87, Attachment B, 8(h)(3)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

14.

Does a random selection of administrative costs reflect that grant funds were used for eligible administrative costs? [24 CFR 576.108; 24 CFR 84.21; 24 CFR 85.20]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

15.

Are all of the administrative costs reviewed allocable to the program, and necessary and reasonable for proper and efficient administration of the program? [24 CFR 576.108; 24 CFR 576.500(u)(2); OMB Circular A-122; OMB Circular A-87]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

16.

Is the recipient in compliance with the component or activity caps imposed by program regulations, and are all costs subject to the expenditure caps properly classified? [24 CFR 576.100; 24 CFR 576.500(u)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

17.

If the recipient advances grant funds to subrecipients, are there procedures to minimize the time elapsed between the transfer of funds to, and disbursement by, the subrecipients? [24 CFR 576.407(c); 24 CFR 84.22(b)(1); 24 CFR 85.21(c)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

18.

If the recipient uses advances, is there evidence that any interest earned on grant advances over the amount specified in the uniform administrative requirements has been remitted to the U.S. Treasury as required by HUD? [24 CFR 576.407(c); 24 CFR 85.21(i)]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

19.

If indirect costs are charged to the grant program by the recipient or its subrecipients, are the costs supported by an Indirect Cost Rate Proposal or Cost Allocation Plan prepared in accordance with OMB Circular A-87 (for governments) or OMB Circular A-122 (for nonprofit organizations)? [24 CFR 576.109; OMB Circular A-87; OMB Circular A-122]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

20.

a. If single audits are required, does the recipient or its subrecipients have a system or methodology to ensure that such audits are conducted? [24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

b. If single audits are required for any recipient or subrecipient, is there documentation that the audits have been reviewed for compliance and that the recipient or subrecipient has taken appropriate follow-up actions, if necessary? [24 CFR 576.407(c); 24 CFR 85.26; 24 CFR 84.26]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
Describe Basis for Conclusion:			

Exhibit 28-8
Emergency Solutions Grants

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21.

Do the recipient and its subrecipients maintain records of their receipt and use of program income? [24 CFR 576.500(u)(3)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

22.

Do the recipient and its subrecipients use program income as the nonfederal share of eligible costs (i.e., match)? [24 CFR 576.201(f); 24 CFR 576.407(c); 24 CFR 84.24(b) or 24 CFR 85.25(g)]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

23.

Does a review of program expenditures indicate the absence of any unallowable costs including entertainment, contributions and donations, fines and penalties, or general governmental expenditures including salary and expenses of the chief executive officer of the recipient or its subrecipients? [24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

24.

Does a review of the expenditures indicate that costs related to lobbying political activities have not been charged to the program? [24 CFR 576.100(d); 24 CFR 576.500(u)(2); OMB Circular A-87 or OMB Circular A-122]	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Yes No N/A
Describe Basis for Conclusion: 	

City of Berkeley – Priority Home Partnership Program File Review Check List

Last Name: _____ First Name: _____ HMIS ID: _____

Staff Name: _____

Supervisor Approval - Name: _____

I. Eligibility Documentation

ESG Application for Assistance and Eligibility Determination Form (8 pages)

_____ Rapid Rehousing Assistance

_____ Homeless Prevention

Attached	Document	COB Review
<input type="checkbox"/>	Homeless Status Supporting Documentation (Rapid Rehousing-RR)	<input type="checkbox"/>
<input type="checkbox"/>	At Imminent Risk Housing Status Supporting Documentation (Homeless Prevention-HP)	<input type="checkbox"/>
<input type="checkbox"/>	Income Eligibility Supporting Documentation (RR&HP)	<input type="checkbox"/>
<input type="checkbox"/>	Asset Verification Supporting Documentation (RR&HP)	<input type="checkbox"/>
<input type="checkbox"/>	Current ROI - Date: _____	<input type="checkbox"/>

II. Documentation of Assistance/Ongoing Services

Attached	Document	COB Review
<input type="checkbox"/>	1. Request for Tenancy Approval	<input type="checkbox"/>
<input type="checkbox"/>	2. Household Budget	<input type="checkbox"/>
<input type="checkbox"/>	3. Housing Stability Plan	<input type="checkbox"/>
<input type="checkbox"/>	4. Financial Assistance Calculation Form	<input type="checkbox"/>
<input type="checkbox"/>	5. Program Participation Agreement	<input type="checkbox"/>
<input type="checkbox"/>	6. Lease Between Participant and Landlord	<input type="checkbox"/>
<input type="checkbox"/>	7. Rental Assistance Agreement with Landlord	<input type="checkbox"/>
<input type="checkbox"/>	8. W-9 Form	<input type="checkbox"/>
<input type="checkbox"/>	Three Month Reassessment(s) <i>(if applicable, insert dates)</i> 1. _____ 2. _____	<input type="checkbox"/>
<input type="checkbox"/>	Budget/Housing Stability Plan, if recertified for additional 3 months	<input type="checkbox"/>
<input type="checkbox"/>	Exit Form (HMIS form), if exited from program.	<input type="checkbox"/>
<input type="checkbox"/>	Termination of Housing Assistance <i>(if applicable)</i>	<input type="checkbox"/>
<input type="checkbox"/>	Other	<input type="checkbox"/>

City of Berkeley – Priority Home Partnership Program File Review Check List

Inspection Documentation Verification

Last Name: _____ First Name: _____ HMIS ID: _____

Unit
Address: _____

In File	Document	Inspector's Signature	Unit Pass	Unit Inconclusive /Fail	Date
<input type="checkbox"/>	Rent Reasonableness		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	Habitability Inspection (includes Lead Assessment)		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	FMR certification		<input type="checkbox"/>	<input type="checkbox"/>	

NOTES:

**City of Berkeley
Program Monitoring File Checklist**

Client File Reviewed: (first initial, last initial) _____ Date: _____ Case Manager: _____
 Staff Reviewer _____ Signature _____

Item (All Files)	Yes	No	N/A	Comments
Client Intake				
Needs Assessment				
Income Verification				
Disability Verification				
Homelessness Verification				
Client ID				
Program Participation Agreement				
Notice of Grievance Policies				
Notice of Privacy Policies				
Release of Information				
Individual Service Plan (current)				
Case Notes: Documentation of case management sessions (note frequency) and of ongoing efforts to achieve ISP goals.				
Documentation of Referrals to other needed services				
Documentation of Increased Income				
Documentation of Housing Placement (address)				
Exit Documentation				
Emergency Contact				
Is file stored in secure area with restricted access?				
Is file organized, complete, uses standard forms, entries legible?				
File clearly notes client's status? (active, closed, inactive)				
SHELTER OR TRANSITIONAL HOUSING SERVICES				
Savings Program? Documentation of deposits and withdrawals?				
Other Info:				
Other Info:				
TB Test In File				
OVERALL COMMENTS				

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NOTATIONS ON REVIEW ITEMS

INCOME VERIFICATION: If program uses "presumed income" category, file must include verification of qualification for presumed category.

HOMELESS VERIFICATION: HUD guidelines indicate that third-party verification is best practice; self-certification and homeless history are also acceptable.

DISABILITY VERIFICATION: For programs funded to serve disabled, verification should be by a licensed professional.
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Excerpted ESG Interim Regulations as Applicable to Subrecipients
Subpart A—General Provisions

§ 576.1 Applicability and purpose.

This part implements the Emergency Solutions Grants (ESG) program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378). The program authorizes the Department of Housing and Urban Development (HUD) to make grants to States, units of general purpose local government, and territories for the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

§ 576.2 Definitions.

At risk of homelessness means: (1) An individual or family who: Has an annual income below 30 percent of median family income for the area, as determined by HUD; Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and

1. Meets one of the following conditions:

- Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
- Is living in the home of another because of economic hardship;
- Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
- Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
- Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
- Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
- Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient’s approved consolidated plan;

2. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Consolidated plan means a plan prepared in accordance with 24 CFR part 91. An **approved consolidated plan** means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Continuum of Care means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

Emergency shelter means any facility, the primary purpose of which is to provide a temporary shelter for the homeless in general or for specific populations of the homeless and which does not require occupants to sign leases or occupancy agreements. Any project funded as an emergency shelter under a Fiscal Year 2010 Emergency Solutions grant may continue to be funded under ESG.

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- (4) Any individual or family who:
 - (i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - (ii) Has no other residence; and
 - (iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

Homeless Management Information System (HMIS) means the information system designated by the Continuum of Care to comply with the HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

Metropolitan city means a city that was classified as a metropolitan city under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available. This term includes the District of Columbia.

Private nonprofit organization means a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.

Program income shall have the meaning provided in 24 CFR 85.25. Program income includes any amount of a security or utility deposit returned to the recipient or subrecipient.

Program participant means an individual or family who is assisted under ESG program.

Program year means the consolidated program year established by the recipient under 24 CFR part 91.

Recipient means any State, territory, metropolitan city, or urban county, or in the case of reallocation, any unit of general purpose local government that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance under this part.

State means each of the several States and the Commonwealth of Puerto Rico.

Subrecipient means a unit of general purpose local government or private nonprofit organization to which a recipient makes available ESG funds.

Unit of general purpose local government means any city, county, town, township, parish, village, or other general purpose political subdivision of a State.

Urban county means a county that was classified as an urban county under 42 U.S.C. 5302(a) for the fiscal year immediately preceding the fiscal year for which ESG funds are made available.

Victim service provider means a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Subpart B—Program Components and Eligible Activities

§ 576.100 General provisions and expenditure limits.

(a) ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities. The five program components and the eligible activities that may be funded under each are set forth in § 576.101 through § 576.107. Eligible administrative activities are set forth in § 576.108.

(b) The total amount of the recipient's fiscal year grant that may be used for street outreach and emergency shelter activities cannot exceed the greater of:

(1) 60 percent of the recipient's fiscal year grant; or

(2) The amount of Fiscal Year 2010 grant funds committed for homeless assistance activities.

(c) The total amount of ESG funds that may be used for administrative activities cannot exceed 7.5 percent of the recipient's fiscal year grant.

(d) Subject to the cost principles in OMB Circulars A-87 (2 CFR 225) and A-122 (2 CFR 230) and other requirements in this part, employee compensation and other overhead costs directly related to carrying out street outreach, emergency shelter, homelessness prevention, rapid re-housing, and HMIS are eligible costs of those program components. These costs are not subject to the expenditure limit in paragraph (c) of this section.

§ 576.101 Street outreach component.

(a) *Eligible costs.* Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under § 576.2. The eligible costs and requirements for essential services consist of:

(1) *Engagement.* The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

(2) *Case management.* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant

progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

(3) *Emergency health services.* (i) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

(iii) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.

(4) *Emergency mental health services.*

(i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

(ii) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

(iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

(iv) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

(5) *Transportation.* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

(i) The cost of a program participant's travel on public transportation;

(ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

(iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

(6) *Services for special populations.*

ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

(b) *Minimum period of use.* The recipient or subrecipient must provide services to homeless individuals and families for at least the period during which ESG funds are provided.

(c) *Maintenance of effort.* (1) If the recipient or subrecipient is a unit of general purpose local government, its ESG funds cannot be used to replace funds the local government provided for street outreach and emergency shelter services during the immediately preceding 12-month period, unless HUD determines that the unit of general purpose local government is in a severe financial deficit.

(2) Upon the recipient's request, HUD will determine whether the unit of general purpose local government is in a severe financial deficit, based on the recipient's demonstration of each of the following:

(i) The average poverty rate in the unit of general purpose local government's jurisdiction was equal to or greater than 125 percent of the average national poverty rate, during the calendar year for which the most recent data are available, as determined according to information from the U.S. Census Bureau.

(ii) The average per-capita income in the unit of general purpose local government's jurisdiction was less than 75 percent of the average national per-capita income, during the calendar year for which the most recent data are available, as determined according to information from the Census Bureau.

(iii) The unit of general purpose local government has a current annual budget deficit that requires a reduction in funding for services for homeless people.

(iv) The unit of general-purpose local government has taken all reasonable steps to prevent a reduction in funding of services for homeless people. Reasonable steps may include steps to increase revenue generation, steps to maximize cost savings, or steps to reduce expenditures in areas other than services for homeless people.

§ 576.103 Homelessness prevention component.

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in § 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in § 576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant’s current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short-term and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.104 Rapid re-housing assistance component.

ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in § 576.2 or who meet the criteria under paragraph 4 of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re- housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium- term rental assistance requirements in § 576.106, and the written standards and procedures established under § 576.400.

§ 576.105 Housing relocation and stabilization services.

(a) *Financial assistance costs.* Subject to the general conditions under § 576.103 and § 576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

(1) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

(2) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months’ rent.

(3) *Last month’s rent.* If necessary to obtain housing for a program participant, the last month’s rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month’s rent. This assistance must not exceed one month’s rent and must be included in calculating the program participant’s total rental assistance, which cannot exceed 24 months during any 3-year period.

(4) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.

(5) *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.

(6) *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

(b) *Services costs.* Subject to the general restrictions under § 576.103 and § 576.104, ESG funds may be used to pay the costs of providing the following services:

(1) *Housing search and placement.*

Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent

housing, include the following:

- (i) Assessment of housing barriers, needs, and preferences;
 - (ii) Development of an action plan for locating housing;
 - (iii) Housing search;
 - (iv) Outreach to and negotiation with owners;
 - (v) Assistance with submitting rental applications and understanding leases;
 - (vi) Assessment of housing for compliance with Emergency Solutions Grant (ESG) requirements for habitability, lead-based paint, and rent reasonableness;
 - (vii) Assistance with obtaining utilities and making moving arrangements; and
 - (viii) Tenant counseling.
- (2) *Housing stability case management.* ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
- (A) Using the centralized or coordinated assessment system as required under § 576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
 - (B) Conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
 - (C) Counseling;
 - (D) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
 - (E) Monitoring and evaluating program participant progress;
 - (F) Providing information and referrals to other providers;
 - (G) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
 - (H) Conducting re-evaluations required under § 576.401(b).
- (3) *Mediation.* ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- (4) *Legal services.* ESG funds may pay for legal services, as set forth in § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- (5) *Credit repair.* ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- (c) *Maximum amounts and periods of assistance.* The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any 3-year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.
- (d) *Use with other subsidies.* Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

§ 576.106 Short-term and medium-term rental assistance.

- (a) *General provisions.* Subject to the general conditions under § 576.103 and § 576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any 3-year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this

assistance.

- (1) Short-term rental assistance is assistance for up to 3 months of rent.
- (2) Medium-term rental assistance is assistance for more than 3 months but not more than 24 months of rent.
- (3) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- (4) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.
- (b) *Discretion to set caps and conditions.* Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.
- (c) *Use with other subsidies.* Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URAPayments.
- (d) *Rent restrictions.* (1) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507.
(2) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- (e) *Rental assistance agreement.* The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.
- (f) *Late payments.* The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.
- (g) *Lease.* Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.

(h) *Tenant-based rental assistance.*

- (1) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.
- (2) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
- (3) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
 - (i) The program participant moves out of the housing unit for which the program participant has a lease;
 - (ii) The lease terminates and is not renewed; or
 - (iii) The program participant becomes ineligible to receive ESG rental assistance.
- (i) *Project-based rental assistance.* If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and

subsidize its rent in accordance with the following requirements:

1. The rental assistance agreement may cover one or more permanent housing units in the same building. Each unit covered by the rental assistance agreement (“assisted unit”) may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.
2. The recipient or subrecipient may pay up to 100 percent of the first month’s rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month’s rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant’s lease and must be included when determining that program participant’s total rental assistance.
3. The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month’s rent, *i.e.*, the first month’s rent for a new program participant, as provided in paragraph (i)(2) of this section.
4. The program participant’s lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

(1) The rental assistance agreement must have an initial term of one year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant’s lease. If the program participant’s lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in § 576.203 or commit funds for a future ESG grant before the grant is awarded.

(j) *Changes in household composition.*

The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

§ 576.107 HMIS component.

(a) *Eligible costs.*

(1) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

- (i) Purchasing or leasing computer hardware;
- (ii) Purchasing software or software licenses;
- (iii) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- (iv) Obtaining technical support; Leasing office space;
- (v) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;

(vi) Paying salaries for operating HMIS, including:

- (A) Completing data entry;
- (B) Monitoring and reviewing data quality;
- (C) Completing data analysis;
- (D) Reporting to the HMIS Lead;
- (F) Training staff on using the HMIS or comparable database; and
- (G) Implementing and complying with HMIS requirements;

(vii) Paying costs of staff to travel to and attend HUD-sponsored and HUD- approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

(viii) Paying staff travel costs to conduct intake; and

(ix) Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area’s HMIS.

(2) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:

- (i) Hosting and maintaining HMIS software or data;
 - (ii) Backing up, recovering, or repairing HMIS software or data;
 - (iii) Upgrading, customizing, and enhancing the HMIS;
 - (iv) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;
 - (v) Administering the system;
 - (vi) Reporting to providers, the Continuum of Care, and HUD; and
 - (vii) Conducting training on using the system or a comparable database, including traveling to the training.
- (3) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- (b) *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

§ 576.108 Administrative activities.

- (a) *Eligible costs.* The recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under § 576.101 through § 576.107, because those costs are eligible as part of those activities. Eligible administrative costs include:
- (1) *General management, oversight and coordination.* Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
 - (i) Salaries, wages, and related costs of the recipient's staff, the staff of subrecipients, or other staff engaged in program administration. In charging costs to this category, the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods for each fiscal year grant. Program administration assignments include the following:
 - (A) Preparing program budgets and schedules, and amendments to those budgets and schedules;
 - (B) Developing systems for assuring compliance with program requirements;
 - (C) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
 - (D) Monitoring program activities for progress and compliance with program requirements;
 - (E) Preparing reports and other documents directly related to the program for submission to HUD;
 - (F) Coordinating the resolution of audit and monitoring findings;
 - (G) Evaluating program results against stated objectives; and
 - (H) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i)(A) through (G) of this section.
 - (ii) Travel costs incurred for monitoring of subrecipients;
 - (iii) Administrative services performed under third-party contracts or agreements, including general legal services, accounting services, and audit services; and
 - (iv) Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
 - (2) *Training on ESG requirements.* Costs of providing training on ESG requirements and attending HUD- sponsored ESG trainings.
 - (3) *Consolidated plan.* Costs of preparing and amending the ESG and homelessness-related sections of the consolidated plan in accordance with ESG requirements and 24 CFR part 91.
 - (4) *Environmental review.* Costs of carrying out the environmental review responsibilities under § 576.407.
 - (b) *Sharing requirement.* (1) *States.* If the recipient is a State, the recipient must share its funds for administrative costs with its subrecipients that are units of general-purpose local government. The amount shared must be reasonable under the circumstances. The recipient may share its funds for administrative costs with its subrecipients that are private nonprofit organizations.
 - (2) *Territories, metropolitan cities, and urban counties.* If the recipient is a territory, metropolitan city, or urban

county, the recipient may share its funds for administrative costs with its subrecipients.

Subpart C—Award and Use of Funds

§ 576.201 Matching requirement.

- (a) *Required amount of matching contributions.* (1) Except as provided under paragraphs (a)(2) and (a)(3) of this section, the recipient must make matching contributions to supplement the recipient's ESG program in an amount that equals the amount of ESG funds provided by HUD.
- (b) *Eligible sources of matching contributions.* (1) Subject to the requirement for States under paragraph (a)(2) of this section, the recipient may require its subrecipients to make matching contributions consistent with this section to help meet the recipient's matching requirement.
- (2) Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:
- (i) The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- (ii) If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.
- (c) *Recognition of matching contributions.* (1) In order to meet the matching requirement, the matching contributions must meet all requirements that apply to the ESG funds provided by HUD, except for the expenditure limits in § 576.100.
- (2) The matching contributions must be provided after the date that HUD signs the grant agreement.
- (3) To count toward the required match for the recipient's fiscal year grant, cash contributions must be expended within the expenditure deadline in § 576.203, and noncash contributions must be made within the expenditure deadline in § 576.203.
- (4) Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.
- (5) Contributions that have been or will be counted as satisfying a matching requirement of another Federal grant or award may not count as satisfying the matching requirement of this section.
- (d) *Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:
- (1) *Cash contributions.* Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.
- (2) *Noncash contributions.* The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.
- (e) *Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.
- (2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
- (3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.
- (f) *Costs paid by program income.*
Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

Subpart E—Program Requirements

§ 576.400 Area-wide systems coordination requirements.

- (a) *Consultation with Continuums of Care.* The recipient must consult with each Continuum of Care that serves the recipient's jurisdiction in determining how to allocate ESG funds each program year; developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and developing funding, policies, and procedures for the administration and operation of the HMIS.

- (b) *Coordination with other targeted homeless services.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. These programs include:
- (1) Shelter Plus Care Program (24 CFR part 582);
 - (2) Supportive Housing Program (24 CFR part 583);
 - (3) Section 8 Moderate Rehabilitation Program for Single Room Occupancy Program for Homeless Individuals (24 CFR part 882);
 - (4) HUD—Veterans Affairs Supportive Housing (HUD—VASH) (division K, title II, Consolidated Appropriations Act, 2008, Pub. L. 110–161 (2007), 73 FR 25026 (May 6, 2008));
 - (5) Education for Homeless Children and Youth Grants for State and Local Activities (title VII–B of the McKinney- Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*));
 - (6) Grants for the Benefit of Homeless Individuals (section 506 of the Public Health Services Act (42 U.S.C. 290aa– 5));
 - (7) Healthcare for the Homeless (42 CFR part 51c);
 - (8) Programs for Runaway and Homeless Youth (Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*));
 - (9) Projects for Assistance in Transition from Homelessness (part C of title V of the Public Health Service Act (42 U.S.C. 290cc–21 *et seq.*));
 - (10) Services in Supportive Housing Grants (section 520A of the Public Health Service Act);
 - (11) Emergency Food and Shelter Program (title III of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11331 *et seq.*));
 - (12) Transitional Housing Assistance Grants for Victims of Sexual Assault, Domestic Violence, Dating Violence, and Stalking Program (section 40299 of the Violent Crime Control and Law Enforcement Act (42 U.S.C. 13975));
 - (13) Homeless Veterans Reintegration Program (section 5(a)(1)) of the Homeless Veterans Comprehensive Assistance Act (38 U.S.C. 2021);
 - (14) Domiciliary Care for Homeless Veterans Program (38 U.S.C. 2043);
 - (15) VA Homeless Providers Grant and Per Diem Program (38 CFR part 61);
 - (16) Health Care for Homeless Veterans Program (38 U.S.C. 2031);
 - (17) Homeless Veterans Dental Program (38 U.S.C. 2062);
 - (18) Supportive Services for Veteran Families Program (38 CFR part 62); and
 - (19) Veteran Justice Outreach Initiative (38 U.S.C. 2031).
- (c) *System and program coordination with mainstream resources.* The recipient and its subrecipients must coordinate and integrate, to the maximum extent practicable, ESG- funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs include:
- (1) Public housing programs assisted under section 9 of the U.S. Housing Act of 1937 (42 U.S.C. 1437g) (24 CFR parts 905, 968, and 990);
 - (2) Housing programs receiving tenant-based or project-based assistance under section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f) (respectively 24 CFR parts 982 and 983);
 - (3) Supportive Housing for Persons with Disabilities (Section 811) (24 CFR part 891);
 - (4) HOME Investment Partnerships Program (24 CFR part 92);
 - (5) Temporary Assistance for Needy Families (TANF) (45 CFR parts 260–265);
 - (6) Health Center Program (42 CFR part 51c);
 - (7) State Children’s Health Insurance Program (42 CFR part 457);
 - (8) Head Start (45 CFR chapter XIII, subchapter B);
 - (9) Mental Health and Substance Abuse Block Grants (45 CFR part 96); and
 - (10) Services funded under the Workforce Investment Act (29 U.S.C. 2801 *et seq.*).

§ 576.401 Evaluation of program participant eligibility and needs.

- (a) *Evaluations.* The recipient or its subrecipient must conduct an initial evaluation to determine the eligibility of each individual or family’s eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under § 576.400(d) and the written standards established under § 576.400(e).

(b) *Re-evaluations for homelessness prevention and rapid re-housing assistance.* (1) The recipient or subrecipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each re-evaluation of eligibility must establish that:

(i) The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and

(ii) The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.

(2) The recipient or subrecipient may require each program participant receiving homelessness prevention or rapid re-housing assistance to notify the recipient or subrecipient regarding changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the recipient or subrecipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.

(c) *Annual income.* When determining the annual income of an individual or family, the recipient or subrecipient must use the standard for calculating annual income under 24 CFR 5.609.

(d) *Connecting program participants to mainstream and other resources.* The recipient and its subrecipients must assist each program participant, as needed, to obtain:

(1) Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:

(i) Medicaid (42 CFR chapter IV, subchapter C);

(ii) Supplemental Nutrition Assistance Program (7 CFR parts 271–283);

(iii) Women, Infants and Children (WIC) (7 CFR part 246);

(iv) Federal-State Unemployment Insurance Program (20 CFR parts 601–603, 606, 609, 614–617, 625, 640,

(v) Social Security Disability Insurance (SSDI) (20 CFR part 404);

(vi) Supplemental Security Income (SSI) (20 CFR part 416);

(vii) Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226));

(viii) Other assistance available under the programs listed in § 576.400(c).

(e) *Housing stability case management.* (1) While providing homelessness prevention or rapid re-housing assistance to a program participant, the recipient or subrecipient must:

(i) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and

(ii) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.

(2) The recipient or subrecipient is exempt from the requirement under paragraph (e)(1)(i) of this section if the Violence Against Women Act of 1994 (42 U.S.C. 13701 *et seq.*) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 *et seq.*) prohibits that recipient or subrecipient from making its shelter or housing conditional on the participant's acceptance of services.

§ 576.402 Terminating assistance.

(a) *In general.* If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of individuals affected. The recipient or subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

(b) *Program participants receiving rental assistance or housing relocation and stabilization services.* To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:

(1) Written notice to the program participant containing a clear statement of the reasons for termination;

- (2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (3) Prompt written notice of the final decision to the program participant.
- (c) Ability to provide further assistance. Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same family or individual.

§ 576.403 Shelter and housing standards.

- (a) Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- (b) Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - (1) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - (2) Access. The shelter must be accessible 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.
 - (3) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - (4) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - (5) Water supply. The shelter's water supply must be free of contamination.
 - (6) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - (7) Thermal environment. The shelter must have any necessary heating/ cooling facilities in proper operating condition.
 - (8) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - (9) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - (10) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - (11) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- (c) Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph (c). The recipient may also establish standards that exceed or add to these minimum standards.
 - (1) Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - (2) Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - (3) Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

- (4) *Water supply.* The water supply must be free from contamination.
- (5) *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
- (6) *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.
- (7) *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
- (8) *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
- (9) *Sanitary conditions.* The housing must be maintained in a sanitary condition.
- (10) *Fire safety.* (i) There must be a second means of exiting the building in the event of fire or other emergency.
(ii) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.
(iii) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

§ 576.404 Conflicts of interest.

- (a) *Organizational conflicts of interest.* The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, the subrecipient, or a parent or subsidiary of the subrecipient. No subrecipient may, with respect to individuals or families occupying housing owned by the subrecipient, or any parent or subsidiary of the subrecipient, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- (b) *Individual conflicts of interest.* For the procurement of goods and services, the recipient and its subrecipients must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85.36 (for governments) and 24 CFR 84.42 (for private nonprofit organizations). For all other transactions and activities, the following restrictions apply:
 - (1) *Conflicts prohibited.* No person described in paragraph (b)(2) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - (2) *Persons covered.* The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or its subrecipients.
 - (3) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the cumulative effects of the criteria in paragraph (b)(3)(ii) of this section, provided that the recipient has satisfactorily met the threshold requirements of paragraph (b)(3)(i) of this section.
 - (i) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:
 - (A) If the recipient or subrecipient is a government, disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (B) An opinion exception is sought would not violate state or local law.
 - (ii) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements under paragraph (b)(3)(i) of this section, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of the recipient's or subrecipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (A) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

- (B) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (C) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (D) Whether the interest or benefit was present before the affected person was in the position described in paragraph (b)(1) of this section;
 - (E) Whether undue hardship results to the recipient, the subrecipient, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (F) Any other relevant considerations.
- (c) Contractors. All contractors of the recipient or subrecipient must comply with the same requirements that apply to subrecipients under this section.

§ 576.405 Homeless participation.

- (a) Unless the recipient is a State, the recipient must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of the recipient, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG).
- (b) If the recipient is unable to meet requirement under paragraph (a), it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under Emergency Solutions Grant (ESG). The plan must be included in the annual action plan required under 24 CFR 91.220.
- (c) To the maximum extent practicable, the recipient or subrecipient must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG. This involvement may include employment or volunteer services.

§ 576.406 Faith-based activities.

- (a) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to receive ESG funds. Neither the Federal Government nor a State or local government receiving funds under ESG shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- (b) Organizations that are directly funded under the ESG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under ESG. If an organization conducts these activities, the activities must be offered separately, in time or location, from the programs or services funded under ESG, and participation must be voluntary for program participants.
- (c) Any religious organization that receives ESG funds retains its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that the religious organization does not use direct ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an ESG-funded religious organization retains its authority over its internal governance, and the organization may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- (d) An organization that receives ESG funds shall not, in providing ESG assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- (e) ESG funds may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Solutions ESG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the ESG program. Where a structure is used for both eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to ESG funds. Sanctuaries, chapels, or other rooms that an ESG-funded religious congregation uses as its principal place of worship, however, are ineligible for funded improvements under the program. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).
- (f) If the recipient or a subrecipient that is a local government voluntarily contributes its own funds to supplement

federally funded activities, the recipient or subrecipient has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

§ 576.407 Other Federal requirements.

(a) *General.* The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(b) *Affirmative outreach.* The recipient or subrecipient must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons.

(c) *Uniform Administrative Requirements.* The requirements of 24 CFR part 85 apply to the recipient and subrecipients that are units of general purpose local government, except that 24 CFR 85.24 and 85.42 do not apply, and program income is to be used as match under 24 CFR 85.25(g). The requirements of 24 CFR part 84 apply to subrecipients that are private nonprofit organizations, except that 24 CFR 84.23 and 84.53 do not apply, and program income is to be used as the nonfederal share under 24 CFR 84.24(b). These regulations include allowable costs and non-Federal audit requirements.

(d) *Environmental review responsibilities.* (1) Activities under this part are subject to environmental review by HUD under 24 CFR part 50. The recipient shall supply all available, relevant information necessary for HUD to perform for each property any environmental review required by 24 CFR part 50. The recipient also shall carry out mitigating measures required by HUD or select alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

(2) The recipient or subrecipient, or any contractor of the recipient or subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR part 50 and the recipient has received HUD approval of the property.

(e) *Davis-Bacon Act.* The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.

(f) *Procurement of Recovered Materials.* The recipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Subpart F—Grant Administration

§ 576.500 Recordkeeping and reporting requirements.

(a) *In general.* The recipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the recipient and its subrecipients to ensure that ESG funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable the recipient and HUD to determine whether ESG requirements are being met.

(b) *Homeless status.* The recipient must maintain and follow written intake procedures to ensure compliance with the homeless definition in § 576.2. The procedures must require documentation at intake of the evidence relied upon to establish and verify homeless status. The procedures must establish the order of priority for obtaining evidence as third-

party documentation first, intake worker observations second, and certification from the person seeking assistance third. However, lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made.

(1) If the individual or family qualifies as homeless under paragraph (1)(i) or (ii) of the homeless definition in § 576.2, acceptable evidence includes a written observation by an outreach worker of the conditions where the individual or family was living, a written referral by another housing or service provider, or a certification by the individual or head of household seeking assistance.

(2) If the individual qualifies as homeless under paragraph (1)(iii) of the homeless definition in § 576.2, because he or she resided in an emergency shelter or place not meant for human habitation and is exiting an institution where he or she resided for 90 days or less, acceptable evidence includes the evidence described in paragraph (b)(1) of this section and one of the following:

(i) Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or

(ii) Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.

(3) If the individual or family qualifies as homeless under paragraph (2) of the homeless definition in § 576.2, because the individual or family will imminently lose their housing, the evidence must include:

(i)(A) A court order resulting from an eviction action that requires the individual or family to leave their residence within 14 days after the date of their application for homeless assistance; or the equivalent notice under applicable state law, a Notice to Quit, or a Notice to Terminate issued under state law;

(B) For individuals and families whose primary nighttime residence is a hotel or motel room not paid for by charitable organizations or federal, state, or local government programs for low-income individuals, evidence that the individual or family lacks the resources necessary to reside there for more than 14 days after the date of application for homeless assistance; or

(C) An oral statement by the individual or head of household that the owner or renter of the housing in which they currently reside will not allow them to stay for more than 14 days after the date of application for homeless assistance. The intake worker must record the statement and certify that it was found credible. To be found credible, the oral statement must either:

(I) be verified by the owner or renter of the housing in which the individual or family resides at the time of application for homeless assistance and documented by a written certification by the owner or renter or by the intake worker's recording of the owner or renter's oral statement; or (II) if the intake worker is unable to contact the owner or renter, be documented by a written certification by the intake worker of his or her due diligence in attempting to obtain the owner or renter's verification and the written certification by the individual or head of household seeking assistance that his or her statement was true and complete;

(ii) Certification by the individual or head of household that no subsequent residence has been identified; and

(iii) Certification or other written documentation that the individual or family lacks the resources and support networks needed to obtain other permanent housing.

(4) If the individual or family qualifies as homeless under paragraph (3) of the homeless definition in § 576.2, because the individual or family does not otherwise qualify as homeless under the homeless definition but is an unaccompanied youth under 25 years of age, or homeless family with one or more children or youth, and is defined as homeless under another Federal statute or section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), the evidence must include:

(i) For paragraph (3)(i) of the homeless definition in § 576.2, certification of homeless status by the local private nonprofit organization or state or local governmental entity responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the

Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable;

(ii) For paragraph (3)(ii) of the homeless definition in § 576.2, referral by a housing or service provider, written observation by an outreach worker, or certification by the homeless individual or head of household seeking assistance;

(iii) For paragraph (3)(iii) of the homeless definition in § 576.2, certification by the individual or head of household and any available supporting documentation that the individual or family moved two or more times during the 60-day period immediately preceding the date of application for homeless assistance, including: recorded statements or records obtained from each owner or renter of housing, provider of shelter or housing, or social worker, case worker, or other appropriate official of a hospital or institution in which the individual or family resided; or, where these statements or records are unobtainable, a written record of the intake worker's due diligence in attempting to obtain these statements or records. Where a move was due to the individual or family fleeing domestic violence, dating violence, sexual assault, or stalking, then the intake worker may alternatively obtain a written certification from the individual or head of household seeking assistance that they were fleeing that situation and that they resided at that address; and

(iv) For paragraph (3)(iv) of the homeless definition in § 576.2, written diagnosis from a professional who is licensed by the state to diagnose and treat that condition (or intake staff- recorded observation of disability that within 45 days of date of the application for assistance is confirmed by a professional who is licensed by the state to diagnose and treat that condition); employment records; department of corrections records; literacy, English proficiency tests; or other reasonable documentation of the conditions required under paragraph (3)(iv) of the homeless definition.

(5) If the individual or family qualifies under paragraph (4) of the homeless definition in § 576.2, because the individual or family is fleeing domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence, then acceptable evidence includes an oral statement by the individual or head of household seeking assistance that they are fleeing that situation, that no subsequent residence has been identified and that they lack the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other housing. If the individual or family is receiving shelter or services provided by a victim service provider, the oral statement must be documented by either a certification by the individual or head of household; or a certification by the intake worker. Otherwise, the oral statement that the individual or head of household seeking assistance has not identified a subsequent residence and lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain housing must be documented by a certification by the individual or head of household that the oral statement is true and complete, and, where the safety of the individual or family would not be jeopardized, the domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening condition must be verified by a written observation by the intake worker or a written referral by a housing or service provider, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or any other organization from whom the individual or head of household has sought assistance for domestic violence, dating violence, sexual assault, or stalking. The written referral or observation need only include the minimum amount of information necessary to document that the individual or family is fleeing, or attempting to flee domestic violence, dating violence, sexual assault, and stalking.

(c) *At risk of homelessness status.* For each individual or family who receives Emergency Solutions Grant (ESG) homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or subrecipient. The evidence must also include:

(1) If the program participant meets the criteria under paragraph (1) of the "at risk of homelessness" definition in § 576.2:

(i) The documentation specified under this section for determining annual income;

(ii) The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2;

(iii) The most reliable evidence available to show that the program participant does not have sufficient resources or support networks; *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition. Acceptable evidence includes:

(A) Source documents (*e.g.*, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, public administrator, relative) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in § 576.2; or

(C) To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; and

(iv) The most reliable evidence available to show that the program participant meets one or more of the conditions under paragraph (1)(iii) of the definition of "at risk of homelessness" in § 576.2. Acceptable evidence includes:

(A) Source documents that evidence one or more of the conditions under paragraph (1)(iii) of the definition (*e.g.*, eviction notice, notice of termination from employment, bank statement);

(B) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, former employer, owner, primary leaseholder, public administrator, hotel or motel manager) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition of "at risk of homelessness"; or To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or subrecipient's intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or subrecipient's intake staff describing the efforts taken to obtain the required evidence; or

(2) If the program participant meets the criteria under paragraph (2) or (3) of the "at risk of homelessness" definition in § 576.2, certification of the child or youth's homeless status by the agency or organization responsible for administering assistance under the Runaway and Homeless Youth Act (42 U.S.C. 5701 *et seq.*), the Head Start Act (42 U.S.C. 9831 *et seq.*), subtitle N of the Violence Against Women Act of 1994 (42 U.S.C. 14043e *et seq.*), section 330 of the Public Health Service Act (42 U.S.C. 254b), the Food and Nutrition Act of 2008 (7 U.S.C. 2011 *et seq.*), section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786) or subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq.*), as applicable.

(d) *Determinations of ineligibility.* For each individual and family determined ineligible to receive Emergency Solutions Grant (ESG) assistance, the record must include documentation of the reason for that determination.

(e) *Annual income.* For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:

(1) Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or subrecipient; and

(2) Source documents for the assets held by the program participant and income received over the most recent period for which representative data is available before the date of the evaluation (*e.g.*, wage statement, unemployment compensation statement, public benefits statement, bank statement);

(3) To the extent that source documents are unobtainable, a written statement by the relevant third party (*e.g.*, employer, government benefits administrator) or the written certification by the recipient's or subrecipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or

(4) To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

(f) *Program participant records.* In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:

(1) The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;

(2) Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at § 576.101 through § 576.106, the provision on determining eligibility and amount and type of assistance at § 576.401(a) and (b), and the provision on using appropriate assistance and services at § 576.401(d) and (e); and

(3) Where applicable, compliance with the termination of assistance requirement in § 576.402.

(g) *Centralized or coordinated assessment systems and procedures.* The recipient and its subrecipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment

system(s) developed by the Continuum of Care(s) in accordance with the requirements established by HUD.

(h) *Rental assistance agreements and payments.* The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.

(i) *Utility allowance.* The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.

(j) *Shelter and housing standards.* The records must include documentation of compliance with the shelter and housing standards in § 576.403, including inspection reports.

(k) *Emergency shelter facilities.* The recipient must keep records of the emergency shelters assisted under the ESG program, including the amount and type of assistance provided to each emergency shelter. As applicable, the recipient's records must also include documentation of the value of the building before the rehabilitation of an existing emergency shelter or after the conversion of a building into an emergency shelter and copies of the recorded deed or use restrictions.

(l) *Services and assistance provided.* The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its subrecipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.

(m) *Coordination with Continuum(s) of Care and other programs.* The recipient and its subrecipients must document their compliance with the requirements of § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs.

(n) *HMIS.* The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its subrecipients.

(o) *Matching.* The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, noncash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

(p) *Conflicts of interest.* The recipient and its subrecipients must keep records to show compliance with the organizational conflicts-of-interest requirements in § 576.404(a), a copy of the personal conflicts of interest policy or codes of conduct developed and implemented to comply with the requirements in § 576.404(b), and records supporting exceptions to the personal conflicts of interest prohibitions.

(q) *Homeless participation.* The recipient must document its compliance with the homeless participation requirements under § 576.405.

(r) *Faith-based activities.* The recipient and its subrecipients must document their compliance with the faith-based activities requirements under § 576.406.

(s) *Other Federal requirements.* The recipient and its subrecipients must document their compliance with the Federal requirements in § 576.407, as applicable, including:

(1) Records demonstrating compliance with the nondiscrimination and equal opportunity requirements under § 576.407(a), including data concerning race, ethnicity, disability status, sex, and family characteristics of persons and households who are applicants for, or program participants in, any program or activity funded in whole or in part with ESG funds and the affirmative outreach requirements in § 576.407(b).

(2) Records demonstrating compliance with the uniform administrative requirements in 24 CFR part 85 (for governments) and 24 CFR part 84 (for nonprofit organizations).

(3) Records demonstrating compliance with the environmental review requirements, including flood insurance requirements.

(4) Certifications and disclosure forms required under the lobbying and disclosure requirements in 24 CFR part 87.

(t) *Relocation.* The records must include documentation of compliance with the displacement, relocation, and acquisition requirements in § 576.408.

(u) *Financial records.* (1) The recipient must retain supporting documentation for all costs charged to the ESG grant.

(2) The recipient and its subrecipients must keep documentation showing that ESG grant funds were spent on allowable costs in accordance with the requirements for eligible activities under § 576.101-§ 576.109 and the cost

principles in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230).

- (3) The recipient and its subrecipients must retain records of the receipt and use of program income.
- (4) The recipient must keep documentation of compliance with the expenditure limits in § 576.100 and the expenditure deadline in § 576.203.
- (v) *Subrecipients and contractors.* (1) The recipient must retain copies of all solicitations of and agreements with subrecipients, records of all payment requests by and dates of payments made to subrecipients, and documentation of all monitoring and sanctions of subrecipients, as applicable. If the recipient is a State, the recipient must keep records of each recapture and distribution of recaptured funds under § 576.501.
 - (2) The recipient and its subrecipients must retain copies of all procurement contracts and documentation of compliance with the procurement requirements in 24 CFR 85.36 and 24 CFR 84.40-84.48.
 - (3) The recipient must ensure that its subrecipients comply with the recordkeeping requirements specified by the recipient and HUD notice or regulations.
- (w) *Other records specified by HUD.* The recipient must keep other records specified by HUD.
- (x) *Confidentiality.* (1) The recipient and its subrecipients must develop and implement written procedures to ensure:
 - (i) All records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who applies for and/or receives ESG assistance will be kept secure and confidential;
 - (ii) The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG will not be made public, except with written authorization of the person responsible for the operation of the shelter; and
 - (iii) The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality.
- (2) The confidentiality procedures of the recipient and its subrecipients must be in writing and must be maintained in accordance with this section.
- (y) *Period of record retention.* All records pertaining to each fiscal year of ESG funds must be retained for the greater of 5 years or the period specified below. Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.
 - (1) Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served;
 - (2) Where ESG funds are used for the renovation of an emergency shelter involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until 10 years after the date that ESG funds are first obligated for the renovation; and
 - (3) Where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until 10 years after the date that ESG funds are first obligated for the conversion.
- (z) *Access to records.* (1) *Federal government rights.* Notwithstanding the confidentiality procedures established under paragraph (w) of this section, HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the recipient and its subrecipients that are pertinent to the ESG grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period but last as long as the records are retained.

EXHIBIT B

PAYMENT

Budget

BACS shall comply with the Budget as provided herein. BACS may modify budget line items as needed, with approval from the City of Berkeley's Health, Housing and Community Services Department (HHCS), provided that total grant amount is not exceeded. HHCS shall have sole authority to approve budget modification requests. Budget line item modifications shall not alter any terms of this Agreement, including but not limited to the scope of services, time of performance, or grant amount.

Fiscal Year 2019 Budget (May 10, 2018 – June 30, 2019)

PROJECT BUDGET	TOTAL BUDGET	FTE	Total	Budget Justification (Narrative)
PERSONNEL/STAFFING EXPENSES (List title and % of total project)				
Director, Housing Operations	\$100,000	0.15	\$ 15,000	
Program Manager	\$ 70,000	1.00	\$ 70,000	
Housing Restorers	\$ 49,920	3.00	\$ 149,760	
Property Manager	\$ 55,000	0.50	\$ 27,500	
Peer Site Managers	\$ 41,600	8.80	\$ 366,080	3 shifts of 2 staff per shift
Outreach Coordinator	\$ 58,240	2.00	\$ 116,480	
Benefits	30.00%	-	\$ 223,446	Health, Dental, Vision, PTO, Holiday, Retirement, Payroll Taxes
Subtotal		\$15	\$ 968,266	
NON-PERSONNEL EXPENSES				
IT, Facilities, Operations	\$102,384		\$ 102,384	IT support, Maintenance and Repair, Facilities, Janitorial, Etc.
Meals	\$ 90,338		\$ 90,338	45 meals at \$5.50/meal at 365 days
Furniture	\$ 9,658		\$ 9,658	Replacement Furniture, etc.
Travel	\$ 30,000		\$ 30,000	5 staff at \$500/month in mileage at 12 months
Operational Supplies	\$ 10,000		\$ 10,000	Linens, Cleaning, Program Supplies
Flex Funds	\$540,000		\$ 540,000	90 clients receiving approximately \$6,000 per move
Subcontracts	\$ 36,000		\$ 36,000	Subcontracted partner fee to provide Property Mgmt
Utilities and capital rents	\$185,642		\$ 185,642	*Per City Itemization
Insurance	\$ 30,001		\$ 30,001	Professional Liability, General Liability, etc
Start-Up	\$ 40,000		\$ 40,000	\$20,000 IT, \$20,000 Furniture and Start-Up Program Supplies
Miscellaneous	\$ 55,165		\$ 55,165	Flexible program funds for contingencies
Subtotal			\$1,343,486	
INDIRECT/OVERHEAD EXPENSE				
			\$ 233,852	Current Indirect is 10.6% based on Simplified Method of Independent Audit
Total			\$2,331,305	

Fiscal Year 2020 Budget (July 1, 2019 – June 30, 2020)

<u>FY19-20</u>	<u>FTE</u>	<u>Total</u>	<u>Budget Justification (Narrative)</u>
<u>Director, Housing Ops</u>	<u>0.1</u>	<u>\$15,000</u>	The Director of Housing Programs oversees a group of housing and homeless programs for the agency. Provides leadership, oversight, and management of complex programs and ensures operational effectiveness and efficiency
<u>Program Manager</u>	<u>1</u>	<u>\$85,000</u>	The Program Manager provides full oversight and management to the STAIR program including staffing, operations, outcomes management, and compliance/reporting
<u>Prop Mgr/Maint</u>	<u>0.5</u>	<u>\$35,000</u>	The Property Manager/Maintenance provides full suite property management oversight and facilities/maintenance/support and vendor mgmt for the STAIR Center
<u>Outreach Coordinator</u>	<u>2</u>	<u>\$116,480</u>	The Outreach Coordinators provide street outreach, assertive engagement, and assessment support to the City of Berkeley
<u>Peer Site Manager</u>	<u>8.8</u>	<u>\$366,080</u>	The Peer Site Managers provide site-based support 24/7/365 to ensure the health and safety and counseling to the residents of STAIR
<u>Housing Restorer</u>	<u>4</u>	<u>\$199,680</u>	The Housing Restorers provide housing navigation, landlord development, housing placement, and aftercare using the Critical Time Intervention model. Increased staffing by 1.0 FTE to ensure TSS and appropriate ratios.
<u>QIA</u>	<u>0.5</u>	<u>\$26,000</u>	The QI Administrator provides data entry, reporting, and administrative and program support to the HMIS program, as well as data integrity. 0.5 FTE. Added position to ensure data integrity.
<u>Taxes/Benefits</u>	<u>30%</u>	<u>\$252,972</u>	30% benefits, calculated to include health, dental, vision, retirement, PTO, holiday pay, payroll taxes, worker's compensation benefits, totaling \$252,972.
<u>IT, Facilities</u>		<u>\$138,518</u>	IT, Facilities: \$138,518 to include internet, phone, cell and data, copier, e-fax, facilities costs to include maintenance and repair, replacement items. Increased janitorial, maintenance and repair for windows, plumbing problems, etc.
<u>Meals</u>		<u>\$65,660</u>	Meals: \$65,660 to include 1 meal per day for clients residing at STAIR. Reduced due to budgetary savings.
<u>Furniture</u>		<u>\$20,000</u>	Furniture: \$20,000 for replacement furniture for site. Increased budget due to wear and tear for one year in.
<u>Travel</u>		<u>\$11,020</u>	
<u>Operational Supps</u>		<u>\$49,600</u>	Operational Supplies: \$49,600 to include miscellaneous costs such as supplies for program, administrative needs. Increased due to increased needs for clients.
<u>Flex Funds</u>		<u>\$630,000</u>	Flex Funds: \$630,000 for client move outs in to permanent housing. Increase due to demand and outcomes.
<u>Subcontracts (Security)</u>		<u>\$50,000</u>	Subcontracts: \$50,000 for security buffer for heightened security needs, fill in gaps, etc. Increased due to demand.
<u>Utilities</u>		<u>\$29,993</u>	Utilities: \$29,993 for actualized costs of utilities in BACS name.
<u>Insurance</u>		<u>\$5,000</u>	Insurance: \$5,000 for professional liability.
<u>Indirect Cost</u>		<u>\$209,600</u>	Indirect Costs: 10% using simplified allocation methodology.
<u>TOTAL</u>		<u>\$2,305,603</u>	

Fiscal Year 2021 Budget (July 1, 2020 – June 30, 2021)

Program: Pathways STAIR Center

Personnel Expense	Staff Name	Annualized			ESG			ESG Carryover			MEAS-P			PLHA			Leveraged Funding		Total Program Budget	
		Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	
Program Manager 2	Eric Johnson	\$85,000	\$40.87	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$85,000.00	0%		100%	\$85,000.00					
Property Manager/Maintenance	Terrell Hegler	\$55,000	\$26.44	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$55,000.00	0%		100%	\$55,000.00					
Housing Care Coordinator 1	Alycia Gonzales	\$52,000	\$25.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$52,000.00	0%		100%	\$52,000.00					
Housing Care Coordinator 2	TBD HCC 2	\$52,000	\$25.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$52,000.00	0%		100%	\$52,000.00					
Housing Care Coordinator 3	TBD HCC 3	\$52,000	\$25.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$52,000.00	0%		100%	\$52,000.00					
Employment Coordinator 1	TBD EC 1	\$52,000	\$25.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$52,000.00	0%		100%	\$52,000.00					
Outreach Coordinator 3	Wayne Henderson	\$52,000	\$25.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%		0%		100%	\$52,000.00					
Outreach Coordinator 4	TBD OC 4	\$52,000	\$25.00	0%	\$0.00	0%	\$0.00	100%	\$52,000.00	0%		0%		100%	\$52,000.00					
Residential Counselor 1	Yvonne Collins	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor 2	Bradley Coleman	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor 3	Malcolm Jones	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor 4	Chasity Babb	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor 5	Willona Williams	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor 6	Ralph Cook	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					
Residential Counselor	TBD RC 7	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00					

7															
Residential Counselor 8	TBD RC 8	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00
Residential Counselor 9	TBD RC 9	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%		0%		100%	\$47,840.00
Director, Associate	Qimmah Hameed	\$110,000	\$52.88	0%	\$0.00	0%	\$0.00	20%	\$22,000.00	0%		0%		20%	\$22,000.00
Director, Housing	Jonathan Russell	\$130,000	\$62.50	0%	\$0.00	0%	\$0.00	10%	\$13,062.31	0%		0%		10%	\$13,062.31
Clinical Care Coordinator 1	TBD CCC 1	\$75,000	\$36.06	0%		0%		31%	\$23,176.00	16%	\$11,824.00				
Subtotal Salaries		\$1,197,560.00		1.00	\$52,000.00	0.00	\$0.00	10.61	\$540,798.31	6.16	\$359,824.00	0.00	\$0.00	17.30	\$952,622.31
Taxes and Benefits					\$13,000.00		\$0.00		\$135,199.58		\$89,956.00				\$238,155.58
Total Personnel Exp					\$65,000.00		\$0.00		\$675,997.89		\$449,780.00		\$0.00		\$1,190,777.89
Operating Expense															
IT, Facilities, Operations					\$61,550.80		\$0.00		\$0.00		\$150,000.00				\$211,550.80
Meals					\$0.00		\$0.00		\$0.00		\$65,660.00				\$65,660.00
Furniture					\$0.00		\$0.00		\$0.00		\$80,000.00				\$80,000.00
Travel					\$0.00		\$0.00		\$0.00		\$40,000.00				\$40,000.00
Operational Supplies					\$0.00		\$0.00		\$0.00		\$49,600.00				\$49,600.00
Measure P Rapid Rehousing					\$0.00		\$0.00		\$344,002.11		\$0.00				\$344,002.11
Subcontracts					\$0.00		\$0.00		\$0.00		\$59,960.00				\$59,960.00
Utilities					\$0.00		\$0.00		\$60,000.00						\$60,000.00
Insurance					\$0.00		\$0.00		\$0.00		\$5,000.00				\$5,000.00
ESG PY19 RRH Carryover					\$0.00		\$46,741.20		\$0.00		\$0.00				\$46,741.20
ESG PY19 RRH Carryover - Indirect					\$0.00		\$4,674.12								\$4,674.12
ESG PY20 Outreach - Indirect					\$14,061.20										\$14,061.20
ESG PY20 Shelter - Indirect					\$0.00										\$0.00
ESG PY20 RRH					\$63,171.82										\$63,171.82
ESG PY20 RRH - Indirect					\$6,317.18										\$6,317.18
															\$0.00
Indirect Costs									\$120,000.00		\$100,000.00				\$220,000.00
Total Operating Expense					\$145,101.00		\$51,415.32		\$524,002.11		\$550,220.00		\$0.00		\$1,270,738.43
Total Expense					\$210,101.00		\$51,415.32		\$1,200,000.00		\$1,000,000.00		\$0.00		\$2,461,516.32

EXHIBIT B
FY21-22 Annualized BUDGET

Agency: Bay Area Community Services (BACS)

Agency Revenue and Expense.

List Funds by Source	Fiscal Year 2022 7/1/21-6/30/22
REVENUES	
City of Berkeley	\$6,490,613
State /County Funds:	
State Awards	\$19,505,519
HUD Passthrough	\$385,169
County Awards	\$1,625,642
Federal:	
Medi-Cal	\$1,301,145
HUD	\$4,829,760
VA	\$1,080
Private/Foundations/Corporation Funds:	
Foundations	\$3,000,000
Agency Generated Revenue:	
Rent	\$2,500,000
TOTAL REVENUE	\$39,638,928
Dollar Value of COB In-Kind Contributions	\$500,000
Dollar Value of Non-COB In-Kind Contributions	\$360,000
Percent City of Berkeley (includes In-Kind)	17%
Percent Other Public	68%
Percent Private/Other	14%
EXPENDITURES	
Salaries and Benefits	\$18,500,000
Operating Expense	\$15,000,000
TOTAL EXPENDITURES	\$33,500,000
Fixed Asset Expenditures	\$20,000,000

EXHIBIT B
FY21-22 Annualized BUDGET
July 1, 2021 - June 30, 2022

Program: Pathways STAIR Center

Personnel Expense	Staff Name	Annualized Salary (100% FTE)	\$/hr	ESG \$209,333 & ESG C/O \$35,727.27		MEAS-P		MEAS-P Carryover		PLHA		PLHA Carryover		ESG Carryover		Leveraged Funding		Total Program Budget		
				%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE
Program Manager	Heller, Bradley	\$100,000	\$48.08	0%	\$0.00	100%	\$100,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$100,000.00
Property Manager/Maintenance	Hegler, Terrell P	\$55,000	\$26.44	0%	\$0.00	100%	\$55,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$55,000.00
Housing Care Coordinator 1	Gonzalez, Alycia M	\$52,000	\$25.00	0%	\$0.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Housing Care Coordinator 2	TBD HC 2	\$52,000	\$25.00	0%	\$0.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Housing Care Coordinator 3	TBD HC 3	\$52,000	\$25.00	0%	\$0.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Employment Coordinator 1	TBD EC 1	\$52,000	\$25.00	0%	\$0.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Outreach Coordinator 1	Butler, Antoinette	\$52,000	\$25.00	100%	\$52,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Outreach Coordinator 2	Henderson, Wayne	\$52,000	\$25.00	92%	\$48,080.00	0%	\$0.00	0%	\$0.00	8%	\$3,920.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$52,000.00
Residential Counselor 1	Coleman, Bradley	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 2	Collins, Yvonne R	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 3	Cook, Ralph D	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 4	Hall, Barbie C	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 5	Jones, Malcom F	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 6	Williams, Willona A	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00
Residential Counselor 7	Fluker, Aquellah	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	100%	\$47,840.00

Residential Counselor 8	TBD RC 8	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	0%	0%	0%	100%	\$47,840.00		
Residential Counselor 9	TBD RC 9	\$47,840	\$23.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$47,840.00	0%	0%	0%	0%	100%	\$47,840.00		
Director, Associate	Hameed, Qimmah S	\$110,000	\$52.88	0%	\$0.00	0%	\$0.00	0%	\$0.00	20%	\$22,000.00	0%	0%	0%	0%	20%	\$22,000.00		
Director, Housing	Russell, Jonathan Bo	\$130,000	\$62.50	0%	\$0.00	0%	\$0.00	0%	\$0.00	10%	\$13,062.00	0%	0%	0%	0%	10%	\$13,062.00		
Clinical Care Coordinator 1	TBD CCC 1	\$75,000	\$36.06	0%		0%		0%	\$0.00	31%	\$23,176.00	0%	\$0.00	0%	\$0				
Quality Improvement Administrator	Simon, Courtney	\$54,080	\$26.00	0%		50%	\$27,040.00	0%		0%		0%	0%						
Subtotal Salaries		\$1,266,640.00		1.92	\$100,080.00	6.50	\$390,040.00	0.00	\$0.00	9.69	\$492,718.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	17.30	\$982,838.00
Taxes and Benefits					\$26,022.60		\$97,510.00		\$0.00		\$123,180.00		\$0.00		0		\$246,712.60		
Total Personnel Exp					\$126,102.60		\$487,550.00		\$0.00		\$615,898.00		\$0.00		\$0.00		\$0.00	\$1,229,550.60	
Operating Expense																			
ADA Conversion Fund					\$0.00		\$256,807.00		\$40,000.00		\$0.00		\$0.00					\$296,807.00	
IT					\$0.00		\$0.00		\$0.00		\$20,000.00		\$0.00					\$20,000.00	
Facilities					\$0.00		\$0.00		\$0.00		\$180,000.00		\$0.00					\$180,000.00	
Meals					\$0.00		\$0.00		\$100,000.00		\$0.00		\$150,000.00		\$0.00			\$250,000.00	
Furniture					\$0.00		\$0.00				0		\$80,000.00		\$0.00	\$0.00		\$80,000.00	
Travel					\$0.00		\$40,000.00		\$0.00		\$0.00		\$0.00		0			\$40,000.00	
Operational Supplies					\$0.00		\$0.00		\$0.00		\$93,193.00		\$0.00		\$0.00			\$93,193.00	
Utilities					\$0.00		\$60,000.00		\$0.00		\$0.00		\$0.00		\$0.00			\$60,000.00	
Insurance/Legal					\$0.00		\$20,000.00		\$0.00		\$0.00		\$0.00					\$20,000.00	
Rapid Rehousing					\$0.00		\$498,848.00		\$0.00		\$0.00							\$498,848.00	
PY21 ESG Rapid Rehousing					\$62,297.10		\$0.00											\$62,297.10	
PY21 ESG RRH Indirect Costs					\$6,921.90				\$0.00									\$6,921.90	
ESG Outreach					\$0.00													\$0.00	
PY21 ESG Outreach Indirect Costs					\$14,011.40		\$0.00		\$0.00				\$0.00					\$14,011.40	
Flex Funds					\$0.00				\$212,393.44									\$212,393.44	
Indirect Costs							\$136,320.00		\$39,154.71		\$90,909.00		\$25,161.83		\$0.00			\$291,545.54	
PY19 ESG Rapid Rehousing Carryover							\$0.00		\$0.00		\$0.00		\$0.00		\$170.03			\$170.03	
PY20 ESG Rapid Rehousing Carryover					\$22,230.53										\$0.00	\$0.00		\$22,230.53	
PY20 ESG Operations - Carryover - outreach supplies					\$13,496.74										\$0.00			\$13,496.74	
Total Operating Expense					\$118,957.67		\$1,011,975.00		\$391,548.15		\$384,102.00		\$255,161.83		\$170.03		\$0.00	\$2,161,914.68	

Total Expense	\$245,060.27	\$1,499,525.00	\$391,548.15	\$1,000,000.00	\$255,161.83	\$170.03	\$0.00	\$3,391,465.28
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I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Totals	\$0			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Program Manager	Heller, Bradley	Daily program operations of direct services, fiscal, administrative, and QI function oversight.	\$100,000	ASW/LCSW or MFT-IMFT with current BBS registration and hours toward licensure completed. ASW/LCSW preferred. Five years of progressive administrative, supervisory, direct service, and leadership skills and experience in the social service field.	No	N/A
Property Manager/Maintenance	Hegler, Terrell	The Property Manager/Maintenance is responsible to ensure a safe and healthy physical plant for all residents	\$55,000	Four Year Degree plus 1-3 years exp	No	N/A

Housing Care Coordinator 1	Gonzalez, Alycia M	The Housing Care Coordinator provides housing navigation, landlord development, housing placement, and aftercare using the Critical Time Intervention model.	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Housing Care Coordinator 2	TBD HC 2	The Housing Care Coordinator provides housing navigation, landlord development, housing placement, and aftercare using the Critical Time Intervention model.	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Housing Care Coordinator 3	TBD HC 3	The Housing Care Coordinator provides housing navigation, landlord development, housing placement, and aftercare using the Critical Time Intervention model.	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Employment Coordinator 1	TBD EC 1	The Employment Coordinator provides employment and workforce development for housing clients	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Outreach Coordinator 1	Butler, Antoinette	The Outreach Coordinators provide street outreach, assertive engagement, and assessment support to the City of Berkeley	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Outreach Coordinator 2	Henderson, Wayne	The Outreach Coordinators provide street outreach, assertive engagement, and assessment support to the City of Berkeley	\$52,000	AA, BA plus 4-6 years exp	No	N/A
Residential Counselor 1	Coleman, Bradley	The Residential Counselor is responsible for the wellness and	\$47,840	AA or lived experience	No	N/A

		counseling of the STAIR community and is on site 24/7				
Residential Counselor 2	Collins, Yvonne R	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 3	Cook, Ralph D	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 4	Hall, Barbie C	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 5	Jones, Malcom F	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 6	Williams, Willona A	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 7	Fluker, Aquellah	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A

Residential Counselor 8	TBD RC 8	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Residential Counselor 9	TBD RC 9	The Residential Counselor is responsible for the wellness and counseling of the STAIR community and is on site 24/7	\$47,840	AA or lived experience	No	N/A
Director, Associate	Hameed, Qimmah S	The Director oversees a group programs for quality and operational sustainability and excellence	\$22,000	Four Year Degree or 10 Years Exp	No	N/A
Director, Housing	Russell, Jonathan Bo	The Director oversees a group programs for quality and operational sustainability and excellence	\$13,062	Four Year Degree or 10 Years Exp	No	No
Clinical Care Coordinator 1	TBD CCC 1	The Clinical Care Coordinator will support mental health support needs clients throughout the zone	\$23,176	AMFT/LMFT	No	No
Quality Improvement Administrator	Simon, Courtney	Provide high quality administration to the program including HMIS expertise, reporting, dashboards, and more.	\$27,040	2-3 years progressive administrative experience required. HMIS experience preferred. AA or BA required.	No	No
	Taxes and Benefits	FICA, SDI, PTO, Holiday, Health, Dental, Vision, Retirement, WC	\$246,713			
	ADA Conversion Fund	Construction to meet ADA requirements at site	\$296,807			

IT	Communication, network, cells, computers, technology, physical plant	\$20,000	
Facilities	Maintenance, janitorial, repairs	\$180,000	
Meals	three meals per day for 45 clients	\$250,000	
Furniture	replacement furniture	\$80,000	
Travel	staff travel to help clients get to housing and appointments	\$40,000	
Operational Supplies	general office, program, cleaning supplies	\$93,193	
Insurance/Legal	Liability Insurance	\$20,000	
Rapid Rehousing	Short-term subsidy and security deposit expenses	\$498,848	
PY21 ESG Rapid Rehousing	Short-term subsidy and security deposit expenses	\$62,297	
PY21 ESG RRH Indirect Costs	GAAP approved simplified method of indirect allocation	\$6,922	
PY21 ESG Outreach Indirect Costs	GAAP approved simplified method of indirect allocation	\$14,011	
Flex Funds	One-time flexible funding for removing housing barriers	\$212,393	
Indirect Costs	GAAP approved simplified method of indirect allocation	\$291,546	
PY19 ESG Rapid Rehousing Carryover	Short-term subsidy and security deposit expenses	\$170	
PY20 ESG Rapid Rehousing Carryover	Short-term subsidy and security deposit expenses	\$22,231	
PY20 ESG Operations - Carryover -	Outreach supplies	\$13,497	

outreach supplies			
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Total ESG \$209,333 & ESG C/O \$35,727.27 for Program: \$245,060.27 Total MEAS-P for Program: \$1,499,525.00 Total MEAS-P Carryover for Program: \$391,548.15 Total PLHA for Program: \$1,000,000.00 Total PLHA Carryover for Program: \$255,161.83 Total ESG Carryover for Program: \$170.03

Total FY18 and FY19 Budget: \$2,545,603
 Total FY20 Budget: \$2,901,305
 Total FY21 Budget: \$2,410,101
 Total FY22 Budget: \$2,708,858
 Total FY18-22 Contract Term NTE: \$9,755,867

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarterly statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.

FY 2022 Community Agency Allocations by Service Type

	General Funds	Federal Funds	Other Funds
Arts	\$586,652	\$0	\$0
Childcare	630,627	-	13,275
Community Facilities Improvements	24,575	1,145,251	-
Community Media	230,710	-	-
Disability Programs	103,305	159,660	1,432,011
Economic Development	181,125	-	-
Employment Training	295,165	-	-
Health	2,060,256	160,000	-
Homeless	9,705,672	634,930	1,177,045
Housing Dev & Rehab	303,475	250,000	-
Legal/ Advocacy	895,486	35,000	-
Other	168,104	-	-
Recreation	18,573	-	-
Seniors	9,110	-	-
Youth	1,040,567	-	-
TOTAL	\$16,253,402	\$2,384,841	\$2,622,331

Funding by Category	FY 2021 All Sources	FY 2022 All Sources	% Change
Arts	\$573,654	\$586,652	2%
Childcare	\$643,902	\$643,902	0%
Community Facilities Improvements	\$24,575	\$1,169,826	4660%
Community Media	\$230,710	\$230,710	0%
Disability Programs	\$1,604,926	\$1,694,976	6%
Economic Development	\$422,500	\$181,125	-57%
Employment Training	\$295,165	\$295,165	0%
Health	\$2,220,256	\$2,220,256	0%
Homeless	\$13,594,664	\$11,517,647	-15%
Housing Dev & Rehab	\$453,475	\$553,475	22%
Legal/ Advocacy	\$4,757,027	\$930,486	-80%
Other	\$168,104	\$168,104	0%
Recreation	\$18,573	\$18,573	0%
Seniors	\$9,110	\$9,110	0%
Youth	\$1,065,567	\$1,040,567	-2%
	\$26,082,208	\$21,260,574	-18%

FY 2022 Community Agency Allocations

Agency/Individual Name	FY 2021 Actual	FY 2022 Adopted	CDBG	CSBG	ESG	Measure P	General Fund Measure U1	Other	Other Funds
Berkeley Emergency Storm Shelter	220,101	30,101						30,101	
Drop In Center	181,777	182,000				182,000			
Vets Shelter	685,632	566,000				566,000			
Horizon		784,000				784,000			
Downtown Berkeley Association									
Double Helping Hand	216,150								
Homeless Outreach Worker	40,000	40,000				40,000			
Downtown Streets Team	225,000	225,000				225,000			
Fred Finch Youth Center									
Turning Point	289,255	189,255						189,255	
Lifelong Medical Care									
Case Management Tied to Permanent Housing	163,644	163,644						163,644	
Supportive Housing Program UA Homes	55,164	55,164						55,164	
Street Medicine / Trust Clinic	50,000	525,000				525,000			
Options Recovery Services - Detox Services & Day Treatment									
Transitional Housing and Case Management	50,000	50,000						50,000	
Project We Hope									
Dignity On Wheels	215,408								
Telegraph Business Improvement District									
Berkeley Host Program	49,139	49,139						49,139	
The Suitcase Clinic	9,828	9,828						9,828	
Toolworks, Inc. Supportive Housing	47,665	47,665						47,665	
Women's Daytime Drop-In Center:									
Bridget Transitional House Case Management	118,728	118,728						118,728	
Daytime Drop-In Services	48,153	48,153						48,153	
Homeless Case Management - Housing Retention	100,190	100,190						100,190	
Youth Spirit Artworks -									
TAY Tiny Homes Case Management	117,000	78,000				78,000			
Homeless Services Total	13,594,664	11,517,647	418,921	0	216,009	6,782,769	100,000	2,822,903	1,177,045
Housing Development & Rehabilitation									
Bay Area Community Land Trust	5,200	5,200						5,200	
Organizational Capacity Building	100,000	200,000					200,000		
CHDO Programs	Refer to HTF/CHDO	Refer to HTF/CHDO							
Habitat for Humanity East Bay/Silicon Valley									
Housing Rehabilitation Grant Program	250,000	250,000	250,000						
Rebuilding Together									
Safe Home Project	98,275	98,275						98,275	
Housing Development & Rehabilitation Total	453,475	553,475	250,000				200,000	103,475	0
Legal/Advocacy									
East Bay Community Law Center									
Consumer Justice Clinic/Housing Advocacy	33,644	33,644						33,644	
Eviction Defense Services	275,000	275,000					275,000		
Housing Retention	1,250,000	0							
Eden Council for Hope and Opportunity	35,000	35,000	35,000						
Eviction Defense Center									
Rent Board	275,000	275,000					275,000		
COVID Rental Assistance	2,701,541								
Housing Retention		250,000					250,000		
Basic Needs	125,000								
Family Violence Law Center - Domestic Violence & Homelessness Prevention Project	61,842	61,842						61,842	
Legal/Advocacy Total	4,757,027	930,486	35,000	0	0	0	800,000	95,486	0
Other									
Animal Rescue	23,812	23,812						23,812	
Berkeley Community Gardening Collaborative	11,895	11,895						11,895	
Berkeley Project	32,000	32,000						32,000	
Community Agency Publishing Outcomes Project	25,000	25,000						25,000	
Eden Information & Referral	35,000	35,000						35,000	
McGee Avenue Baptist Church	17,844	17,844						17,844	
SEEDS Community Resolution Center	22,553	22,553						22,553	
Other Total	168,104	168,104						168,104	0
Recreation									
Ephesians Children's Center - Greg Brown Park Supervision	18,573	18,573						18,573	
Recreation Total	18,573	18,573						18,573	
Seniors									
J-Sei	9,110	9,110						9,110	
Seniors Total	9,110	9,110						9,110	
Youth									
Bay Area Community Resources									
School Based Behavioral Health Services	94,964	94,964						94,964	
Bay Area Hispano Institute for Advancement - Out of School Time Programs	21,447	21,447						21,447	
Berkeley High School Bridge Program	79,000	79,000						79,000	
Berkeley Youth Alternatives									
Afterschool Program	30,000	30,000						30,000	
Counseling	30,000	30,000						30,000	
Biotech Partners - Biotech Academy at Berkeley High	91,750	91,750						91,750	
Ephesians School-Age Program	39,840	39,840						39,840	
Lifelong Medical Care									
Rosa Parks Collaborative	44,804	44,804						44,804	
Multicultural Institute Youth Mentoring	33,603	33,603						33,603	
Pacific Center for Human Growth - Safer Schools Project	23,245	23,245						23,245	

FY 2022 Community Agency Allocations

Agency/Individual Name	FY 2021 Actual	FY 2022 Adopted	CDBG	CSBG	ESG	Measure P	General Fund Measure U1	Other	Other Funds
RISE Program	216,039	216,039						216,039	
Stiles Hall	90,000	90,000						90,000	
Supplybank.Org (Formerly K to College)	25,000	0							
Through The Looking Glass - Parenting Education and Kindegarten Readiness	25,000	25,000						25,000	
UC Berkeley									
BUILD Literacy/Cal Corp	95,360	95,360						95,360	
Bridging Berkeley	34,640	34,640						34,640	
YMCA of the East Bay - Y-Scholars Program									
Y- Scholars Program	40,000	40,000						40,000	
School Readiness Program	50,875	50,875						50,875	
Youth Total	1,065,567	1,040,567	0					1,040,567	
TOTAL COMMUNITY AGENCY ALLOCATIONS	26,082,208	21,260,574	2,008,832	160,000	216,009	6,782,769	1,100,000	8,370,633	2,622,331

o Community Development Block Grant (CDBG)/Emergency Solutions Grant (ESG)

*Subject to the Sugar – Sweetened Beverage Panel of Experts (POE) allocation.

BAY AREA COMMUNITY SERVICES, INC.

DUNS Unique Entity ID 073931628	SAM Unique Entity ID Z5MFKYZMKYM3	CAGE / NCAGE 4YD60
Purpose of Registration All Awards	Registration Status Active	Expiration Date Feb 24, 2022
Physical Address 390 40TH ST Oakland, California 94609-2633 United States	Mailing Address 390 40TH Street Oakland, California 94609 United States	

Business Information

Doing Business as East Bay Transitional Homes	Division Name Bay Area Community Services	Division Number (blank)
Congressional District California 13	State / Country of Incorporation California / United States	URL https://www.bayareacs.org/

Registration Dates

Activation Date Mar 1, 2021	Submission Date Feb 24, 2021	Initial Registration Date Jan 2, 2008
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Entity Dates

Entity Start Date Jul 31, 1953	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Women Owned Business

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4YD60

Points of Contact

Electronic Business

☺
Jamie Almanza, Executive Director

390 40TH Street
Oakland, California 94609
United States

Government Business

☺
Jamie Almanza, Executive Director

390 40TH Street
Oakland, California 94609
United States

Past Performance

☺
Jamie Almanza, Executive Director

629 Oakland AVE
Oakland, California 94611
United States

Service Classifications

NAICS Codes

Primary NAICS Codes
Yes 624229
621420
624120
624210
624221
624230

NAICS Title
Other Community Housing Services
Outpatient Mental Health And Substance Abuse Centers
Services For The Elderly And Persons With Disabilities
Community Food Services
Temporary Shelters
Emergency And Other Relief Services

Disaster Response

Yes, this entity appears in the disaster response registry.

States
California

Counties

Metropolitan Statistical Areas



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Tirzah Tyler	FAX (A/C. No.): (650)341-4465	
	PHONE (A/C. No., Ext): (650)341-4484	E-MAIL ADDRESS: TTyler@bpia.net	
INSURED Bay Area Community Services Inc. 390 40th Street Oakland, CA 94609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance of CA	01184	
	INSURER B: Cypress Insurance Company	10855	
	INSURER C: The Hartford	38261	
	INSURER D: Travelers Casualty & Surety Co	25674	
INSURER E:			
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00002357-1891617

REVISION NUMBER: 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

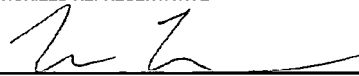
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Soc. Serv. Prof Lia <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	2021-02157-NPO	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Impropr Sexual Cond. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	2021-02157-NPO	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll ded \$ 500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			2021-02157-UMB	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	BAWC227799	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime			51 BDD GT1392	07/01/2021	07/01/2022	Limit/Deduct \$ 3 mil/\$20,000
D	Cyber Liability			106888006	07/01/2021	07/01/2022	Aggr/Ea Claim/Ded. \$ 2 mil/2 mil/\$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All California Operations of the Named Insured
Berkeley, its officers, agents, volunteers and employees are included as additional insured's with respects to the insured's business operations. Additional Insured applies to General Liability and Business Auto. Waiver of Subrogation applies to General Liability, Auto and Workers' Compensation. 30 Day notice of cancellation applies to General Liability, Auto Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley Housing and Community Services 2180 Milvia St., 2nd Floor Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (THT)

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A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: 2021-02157-NPO

Schedule AI

Page 1

NAME OF INSURED: Bay Area Community Services, Inc.; East Bay Transitional Homes, Inc.; Bay Area Community Services Housing Corporation; Adolescence Treatment Center dba: Thunder Road

ADDITIONAL INSURED / LOSS PAYEE

Additional Insured - NIAC A1

Alameda Count WIB-Fiscal
24100 Amador St., 6th Fl.
Hayward, CA 94544

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Berkeley, its officers, agents, volunteers and employees
2180 Milvia St., 2nd Floor
Berkeley, CA 94704

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City of Emeryville, its officials, employees, agents and authorized volunteers
1333 Park Ave.
Emeryville, CA 94608

As respects vehicle(s): ALL

Additional Insured - NIAC A1

City of Vallejo, its officers, officials, employees, agents, and volunteers
555 Santa Clara St.
Vallejo, CA 94590

As respects vehicle(s): ALL

Additional Insured - NIAC A1

Contra Costa County, its Officers and Employees must be named as an additional insured
50 Douglas Drive, Suite 320-A
Martinez, CA 94553

As respects vehicle(s): ALL

COUNTERSIGNED: 7/7/2021

BY

Handwritten signature of Pamela C. Q.

(AUTHORIZED REPRESENTATIVE)



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Berkeley, its officers, agents, volunteers and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

Berkeley, its officers, agents, volunteers and employees
The City of Fremont, its officers, officials, employees, agents and volunteers
Contra Costa County, its officers and employees Contracts and Grants Unit- Grant Contract #74-106
Bank of Guam, San Francisco Branch 404 Montgomery St. San Francisco, CA 94104

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or

- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2021-02157

FORM: NIAC-E26 11 17

NAMED INSURED: Bay Area Community Services, Inc.; East Bay Transitional*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>Berkeley, its officers, agents, volunteers and employees</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICYHOLDER NOTICE

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER

Dear Policyholder:

The following provision is being added to your policy effective **12/03/2021** through **07/01/2022**:

In the event that we, the Insurer, cancel this policy for any reason, including non-payment of premium, we will endeavor to send notification of such cancellation to the said certificate holder using the method(s) indicated below:

Certificate Holder: Berkeley, its officers, agents, volunteers and employees Housing and Community

Mailing Address: Services, 2180 Milvia St., 2nd Floor, Berkeley, CA 94704 Not Provided

Email Address: Mail

Method of Notice:

Notice of cancellation is being provided only to the certificate holder at the address and/or email address listed above. Statutory requirements will determine the number of advance days notice provided for cancellation. If notice is mailed, it will be sent via regular, first-class mail to the address listed above.

Notice of cancellation to the certificate holder is being provided for informational purposes only. Failure to provide such notice to the certificate holder will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

Notice Effective: 12/03/2021

Insured: Bay Area Community Services, Inc.

Insurance Company: Cypress Insurance Company

Policy No.: BAWC227799

Policy Period: 07/01/2021-07/01/2022

PN 04 99 07
(Ed. 7-17)

Countersigned by _____

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2021 Policy No. BAWC227799 Endorsement No.:

Insured: Bay Area Community Services, Inc. Premium \$

Insurance Company Cypress Insurance Company

Countersigned by _____

RESOLUTION NO. 69,949-N.S.

**ADOPTING THE CITY OF BERKELEY BUDGET UPDATE FOR
FISCAL YEAR 2022**

WHEREAS, on May 25, 2021, the City Manager presented to the City Council the FY 2022 Proposed Budget; and

WHEREAS, the City Council held a series of meetings to consider the FY 2022 Proposed Budget Update, including public hearings held on May 25, 2021 and June 1, 2021; and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meetings on June 15, 2021 and June 29, 2021; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2022. The advances are to be equivalent to 25% of the agency's allocation.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopted the FY 2022 Budget contained in the City Manager's FY 2022 Proposed Budget presented to Council on May 25, 2021 and as amended by subsequent Council action on June 15, 2021 and June 29, 2021.

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2022 Adopted Budget will be reflected in a separate FY 2022 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2022.

BE IT FURTHER RESOLVED that the City Manager is authorized to advance the full allocation of Rebuilding Together East Bay-North's Community Facility Improvement Program's FY 2022 General Funds during the first quarter, per the agency's request.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance, the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:

- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - An end-of-year narrative summary of accomplishments.
2. All other agencies receiving General Fund only:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required semi-annually.
3. Agencies with State and/or Federal Funding:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on June 29, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



 Jesse Arreguin, Mayor

Attest: 

 Mark Numainville, City Clerk

RECEIVED
 FEB 17 2022
 CITY OF BERKELEY
 CITY CLERK DEPARTMENT

LOAN AGREEMENT

BETWEEN

THE CITY OF BERKELEY

AND

GOLDEN BEAR HOMES LP

RELATING TO

GOLDEN BEAR HOMES HOMEKEY PROJECT

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DEVELOPMENT LOAN AGREEMENT
BETWEEN
THE CITY OF BERKELEY
AND
GOLDEN BEAR HOMES, LP

RELATING TO

GOLDEN BEAR HOMES HOMEKEY PROJECT

THIS DEVELOPMENT LOAN AGREEMENT (the "Loan Agreement") is made and entered into as of June 15, 2022, (the "Effective Date") by and between the City of Berkeley, a charter city (the "City"), and Golden Bear Homes LP, a California limited partnership (the "Borrower").

RECITALS

- A. The City Council of the City of Berkeley (the "City Council") established the Housing Trust Fund Program (the "Program") to assist in the development and expansion of housing affordable to low-income persons in the City; and
- B. The City Council adopted Program Guidelines (the "Guidelines"), as revised on January 19, 2021 through Resolution No. 69,683-N.S., and authorized the City Manager to implement the Program in accordance with the Guidelines; and
- C. The City is interested in partnering with qualified housing developers to create permanent supportive housing for residents who are experiencing homelessness or at risk of homelessness; and
- D. In July 2020, the State of California Housing and Community Development Department ("HCD") created the State Homekey Program ("Homekey") to fund the acquisition and development of existing residential buildings, including hotels, motels, other residential structures buildings to house households experiencing or at-risk of homelessness; and
- E. In anticipation of HCD issuing a 2021 Homekey NOFA, the City issued a Request for Qualifications ("RFQ") on May 11, 2021, to solicit interest from developers with experience in acquisition, rehabilitation, operating, and/or management of affordable housing and provision of resident supportive services; and
- F. Through the RFQ, the City selected a list of qualified organizations; and
- G. HCD issued a NOFA for Homekey on September 9, 2021; and

H. The City of Berkeley issued a Request for Proposals (RFP) on October 5, 2021 to solicit eligible projects from the organizations prequalified through the RFQ and to offer funding for an eligible Homekey project; and

I. Bay Area Community Services and Memar Properties, Inc, general partners of the Borrower, submitted an application in response to the RFP which was then approved by Resolution No. 70,136–N.S., adopted by the City Council on December 14, 2021 as set forth in the attached Exhibit D, for a fund reservation in the amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) to help finance the acquisition and rehabilitation of the Golden Bear Inn (the "Residential Units") and an adjacent restaurant (the "Commercial Building", and collectively with the Residential Units, the "Project") located at 1620 San Pablo Avenue, Berkeley, California, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property"); and

J. The fund reservation in the amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535), which includes One Million One Hundred Thirty-Eight Thousand One Hundred Ninety-Four Dollars (\$1,138,194) of Permanent Local Housing Allocation funds and Seven Million Three Hundred Twenty-Five Thousand Three Hundred Forty-One Dollars (\$7,325,341) of Measure P funds (the "Fund Reservation") will help finance the costs of associated with the acquisition and rehabilitation of the forty-four (44) residential units on the Property and the Commercial Building; and

K. The Fund Reservation is subject to all of the provisions outlined in the Guidelines, and the project-specific conditions outlined on Exhibit C; and

L. The Project is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to Health and Safety Code 50675.1.4 Public Resources Code Section 21080(b)(1), which states the general rule that CEQA does not apply to ministerial projects.

NOW, THEREFORE, in consideration of, and in reliance upon the foregoing and upon the covenants, loan agreements, representations and warranties herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and the Borrower agree as follows:

ARTICLE 1. DEFINITIONS; EXHIBITS

Section 1.1 Definitions.

The following capitalized terms have the meanings and content set forth in this section wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

(a) "Approved Financing" means all of the loans, grants, and other financing acquired by the Borrower and approved by the City for the purpose of financing the Project, in addition to the Loan, as documented in the Approved Project Budget.

(b) "Approved Project Budget" means that budget for the development of the Property approved by the City and attached to this Loan Agreement as Exhibit B which is hereby incorporated into this Loan Agreement by this reference.

(c) "Capitalized Operating Deficit Reserve" means the Two Million Ninety-Five Thousand Three Hundred Seventy-Five Dollars (\$2,095,375) of the City Loan Funds to be provided to the project as provided in Section 2.11.

(d) "City-Assisted Units" means the Forty-Three (43) units in the Project to be occupied, operated, and managed pursuant to the Regulatory Agreement.

(e) "City Loan Funds" ("City Loan Funds") means the Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) that the City is lending to the Borrower pursuant to this Loan Agreement.

(f) "Commercial Building" means the building on the Property that, as of the date of this Agreement, is occupied by Mountain Mike's restaurant.

(g) "Commercial Income" means the rent proceeds generated by the Commercial Building that will be shown as a source of income in the Approved Project Budget and Annual Operating Budget (as set forth in Section 4.3).

(h) "Completion Date" means the date of final sign off by the City on permits or approvals for the rehabilitation of the Residential Units.

(i) "Date of Disbursement" means the date on which the City makes the initial disbursement of Loan proceeds to the Borrower under the Note.

(j) "Deed of Trust" means that certain Deed of Trust, Assignment of Rents, and Security Agreement recorded as an encumbrance on the Property, as security for the Loan by the Borrower as trustor, and with the City as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust provided for herein or otherwise in a form acceptable to the City.

(k) "Event of Default" shall have the meaning set forth in Section 6.1 below.

(l) "Hazardous Materials" shall have the meaning set forth in Section 4.6 below.

(m) "Hazardous Materials Claim" shall have the meaning set forth in Section 4.6 below.

(n) "Hazardous Materials Law" shall have the meaning set forth in Section 4.6 below.

(o) "Homekey Standard Agreement" means the agreement in Exhibit G executed by the City, Borrower, and HCD.

(p) "HUD" means the United States Department of Housing and Urban Development.

"HCD" means the State of California Department of Housing and Community Development.

(q) "Loan" means the loan of City Loan Funds by the City to the Borrower as provided in this Loan Agreement in the total principal amount not to exceed the Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535).

(r) "Loan Documents" mean collectively this Loan Agreement, the Note, the Deed of Trust, the Regulatory Agreement, and related documents as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

(s) "Note" means the promissory note executed by Borrower in favor of the City in the principal amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) to evidence the Loan, as well as any amendments to, modifications of, or restatements of said promissory note.

(t) "Plans" means all construction documentation upon which Borrower and Borrower's contractor shall rely in building all the improvements on the Property including, but not limited to, final architectural drawings, landscaping construction plans, final elevations, building plans and specifications (also known as "working drawings").

(u) "Project" means the acquisition and rehabilitation of the, Residential Units, and the acquisition of the Commercial Building.

(v) "Regulatory Agreement" means, the Regulatory Agreement and Declaration of Restrictive Covenants between the City and the Borrower.

(w) "Residential Units" mean the Property's 44 units of residential housing.

(x) "Residual Receipts" shall have the meaning set forth in Section 2.8 below.

(y) "Term" means the period beginning on the Effective Date and ending on the date fifty-five (55) years after the Completion Date; provided, however, if a record

of the Completion Date cannot be located or established, the Term shall expire on the fifty-seventh (57th) anniversary of the Effective Date, unless sooner terminated.

(z) "Transfer" shall have the meaning set forth in Section 4.12 below.

Section 1.2 Exhibits.

The following exhibits are attached to this Loan Agreement and incorporated into this Agreement by this reference:

- EXHIBIT A: Legal Description of the Property
- EXHIBIT B: Approved Project Scope, Schedule, and Budget
- EXHIBIT C: Project Conditions
- EXHIBIT D: Resolution Approving the Funding Reservation
- EXHIBIT E: Form of First Source Hiring Agreement
- EXHIBIT F: Prevailing Wage Resolution
- EXHIBIT G: Homekey Standard Agreement

ARTICLE 2.
LOAN

Section 2.1 Amount of Loan.

(a) On and subject to the terms and conditions of the Loan Documents, the City agrees to make and the Borrower agrees to accept the Loan in the original principal amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) for the purposes set forth in Section 2.3 below.

Section 2.2 Interest.

(a) From the Date of Disbursement, the unpaid principal balance on the Loan shall accrue simple interest at the rate of three percent (3%) per annum for the portion of the loan disbursed for acquisition and development in accordance with Sections 2.7, 2.8 and 2.9, as shown in the Approved Project Budget, and zero percent (0%) per annum for the portion of the loan disbursed for the Capitalized Operating Deficit Reserve Fund.

(b) Interest. Upon the occurrence and continuance of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the lesser of the maximum rate permitted by law and ten percent (10%) per annum ("Default Rate.")

Section 2.3 Reserved.

Section 2.4 Use of Loan Funds.

(a) The Borrower shall use the City Loan Funds for development costs of the Project that are eligible under the Guidelines, and consistent with the Approved Project Budget.

(b) The Borrower shall not use the Loan funds for any purpose not detailed in the Approved Project Budget without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2.5 Security.

(a) Borrower shall secure its obligation to repay the Loan by executing the Deed of Trust, granting the City a lien on the Property and subsequent improvements.

(b) As further security, the Borrower agrees to assign and transfer to the City all of (1) the Borrower's rights in and to the Plans, together with all amendments, modifications, supplements, general conditions and addenda thereto relating to the Project, and (2) the Borrower's right, title and interest in the architect agreement between the Borrower and the architect relating to the development of the Project.

Section 2.6 Subordination

The Deed of Trust and/or Regulatory Agreement may be subordinated to other Approved Financing (in each case, a "Senior Lien"), but only on condition that all of the following conditions are satisfied:

(a) All of the proceeds of the proposed Senior Lien, less any transaction costs, must be used to provide acquisition, construction and/or permanent financing for the Project.

(b) The proposed lender (each, a "Senior Lender") must be a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(c) Borrower must demonstrate to the City's reasonable satisfaction that subordination of the Deed of Trust and/or Regulatory Agreement is necessary to secure adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Project, including the operation of the Project as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the City, in addition to any other information reasonably required by the City, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, rehabilitation and/or permanent financing to ensure the viability of the Project, and adequate financing for the Project would not be available without the proposed subordination.

(d) The subordination agreement(s) must be structured to minimize the risk that the Deed of Trust and/or Regulatory Agreement would be extinguished as a result

of a foreclosure by the Senior Lender or other holder of the Senior Lien. To satisfy this requirement, the subordination agreement must provide the City with adequate rights to cure any defaults by Borrower, including: (i) providing the City or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (ii) providing the City with a cure period of at least sixty (60) days to cure any default.

(e) The subordination(s) described in this section may be effective only during the original term of the Senior Loan and any extension of its term approved in writing by the City.

(f) No subordination may limit the effect of the Deed of Trust and/or Regulatory Agreement before a foreclosure, nor require consent of the holder of the Senior Loan to exercise of any remedies by the City under the Loan Documents.

(g) Upon a determination by the City Manager that the conditions in this Section have been satisfied, the City Manager or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.7 Conditions Precedent to Disbursement of the Loan for Acquisition of Property.

The maximum amount of funds to be disbursed pursuant to this Section shall not exceed Five Million Eight Hundred Eighty Thousand Five Hundred Fifty-Six Dollars (\$5,880,556). The City shall not be obligated to make any disbursements of the Loan proceeds for acquisition of the Property or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied:

(a) There exists no Default nor any act, failure, omission or condition that, with the giving of notice or the passage of time or both would constitute a Default under this Loan Agreement; and

(b) The City has received a fully executed copy of the partnership agreement; and

(c) Borrower has delivered to the City a copy of a corporate authorizing resolution authorizing Borrower's execution of the Loan Documents; and

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the City prior to the date of this Agreement; and

(e) The Borrower has executed and delivered to the City the appropriate Loan Documents and any other instruments, and policies required under the Loan Documents; and

(f) The Deed of Trust and Regulatory Agreement will be recorded in the official records of Alameda County upon execution of this Agreement, subject only to those liens and encumbrances approved by the City; and

(g) The Borrower has received commitments for all Approved Financing necessary for construction of the Project as set forth in the Approved Project Budget and has already received, or is eligible to receive the funds; and

(h) The Borrower has acquired, or will, concurrently with the disbursement acquire, fee ownership of the Property; and

(i) All environmental review necessary for the construction of the Development has been completed, and Borrower has provided the City evidence of compliance with all CEQA requirements; and

(j) The Borrower has delivered to the City evidence of insurance coverage meeting the requirements of Section 4.13; and

(k) A title insurer reasonably acceptable to the City is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance in the amount of the Loan, showing title to the Property vested in the Borrower, insuring the priority of the Deed of Trust subject only to such exceptions and exclusions as may be reasonably acceptable to the City, and including such endorsements as the City may reasonably require. The Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the City's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Alameda.

Section 2.8 Conditions Precedent to Disbursement of the Loan for Development.

The City shall not be obligated to make any disbursements of the Loan proceeds for development of the Project or take any other action under the Loan Documents unless all of the following conditions precedent are satisfied.

(a) All requirements set forth in Section 2.6 above have been and continue to be satisfied and there is no Default by the Borrower; and

(b) The City has received and approved Plans for the Project, as required pursuant to Section 3.2 below; and

(c) The City has received and approved the general contractor's construction contract that the Borrower has entered or proposed to enter for construction of the Project as required pursuant to Section 3.3 below; and

(d) The City has received (or will receive concurrently with the disbursement) a copy of the Borrower's Notice to Proceed to the general contractor; and

(e) The City has received copies of labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below; and

(f) The City has determined that the undisbursed proceeds of the Loan, together with other funds or firm financing commitments that the Borrower has obtained in connection with the Project, are not less than the amount which the City reasonably determines is necessary to pay for the development of the Project and satisfy all of the covenants contained in the Loan Documents; and

(g) The City has received a written draw request from the Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Project Budget, the amount of funds needed, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, upon request of the City, the written request for funds must be accompanied by (i) certification by the Borrower's architect reasonably acceptable to the City that the work for which disbursement is requested has been completed (although the City reserves the right to inspect the Property and make an independent evaluation); and (ii) lien releases and/or mechanics' lien title insurance endorsements reasonably acceptable to the City.

(h) In the Approved Project Budget, the Borrower shall include estimated construction inspection fees equal to One Thousand Dollars (\$1,000) per month during the construction period, for a total of Six Thousand Dollars (\$6,000). A construction inspector approved by the City shall conduct inspections prior to, during, and after construction to ensure that work is done in accordance with applicable codes and pursuant to the terms of this Agreement. The construction inspector may also provide services to other lenders and investors to the Development, but any shared construction inspector must still represent the City's interests. Alternatively, the City may choose to accept construction monitoring reports from another Project lender's inspector.

(i) If the Approved Project Budget includes construction management fees, the amount of construction management fees requested for reimbursement proportional to the development work completed.

(j) If the Approved Project Budget includes a cash developer fee to be paid with City Loan Funds, the amount of developer fee requested for reimbursement shall be proportional to the development work completed.

Section 2.9 Conditions Precedent to Disbursement of Retention.

The City shall not be obligated to disburse the final retention amount of the Loan equal to One Hundred Thousand Dollars (\$100,000), unless the following conditions precedent are satisfied:

(a) The City has received a completion report from the Borrower setting forth the income, household size, and ethnicity of tenants of the City-Assisted Units and the unit size, rent amount and utility allowance for all City-Assisted Units; and

(b) A signed unconditional lien waiver(s) from the Contractor(s) for all construction work; and

(c) If requested, the City has received an audited final cost summary for the Project from the Borrower showing all uses and sources; and

(d) The City has received from the Borrower copies of the certificates of occupancy for the Project; and

(e) The City has received for the Borrower current evidence of the insurance coverage meeting the requirements of Section 4.13 below

(f) The City has received from Borrower a form of lease for the City-Assisted Units; and

(g) The City has received from Borrower a marketing plan and supportive services plan if applicable, and evidence of marketing for the City Assisted-Units such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of units; and

(h) The City has received from Borrower a management agreement and contact information for the property manager of the Project and the name and phone number of the On-site property manager; and

(i) The City has received from the Borrower evidence of compliance with Section 4.7 (6) Lead-Based Paint, including copies of the required Notices and Pamphlet, if applicable; and

(j) The City has received from the Borrower evidence of compliance with the mitigation and/or project conditions requirements in Exhibit C.

(k) The City has received a written draw request from the Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Project Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

(l) Borrower has met all conditions of the Homekey Standard Agreement including completing occupancy within 8 months of the award.

Section 2.10 Repayment Schedule.

The Loan shall be repaid as follows:

(a) Special Definitions. The following definitions shall apply for the purposes of this Section:

(1) "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for operation and maintenance of the Project to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles:

(A) property taxes, if applicable and assessments imposed on the Project;

(B) debt service and mandatory fees currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Project) on Approved Financing;

(C) on-site service provider fees for tenant social services, provided the City has approved, in writing, the plan and budget for such services before such services begin;

(D) property management fees and reimbursements, not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract approved by the City;

(E) asset management fees payable to the Borrower, if any, not to exceed a total of Thirty Thousand Dollars (\$30,000) per year, all as specifically approved in advance and in writing by the City ;

(F) premiums for property damage and liability insurance;

(G) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(H) maintenance and repair expenses and services;

(I) any annual license or certificate of occupancy fees required for operation of the Project;

(J) security services;

(K) advertising and marketing;

(L) cash deposited into reserves for capital replacements of the Project in an amount of \$500 per unit per year

(M) cash deposited into an operating reserve in an amount not to exceed 3% of Annual Operating Expenses or the amount required in connection

with the permanent financing, whichever is greater (or any greater amount approved in writing by the City);

(N) payment of any previously unpaid portion of the Developer Fee due Borrower, (without interest) not exceeding a cumulative developer fee due Borrower in the maximum amount set forth in Section 3.20;

(O) extraordinary operating costs specifically approved in writing by the City;

(P) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the City and not listed above

Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses; initial deposits to capitalize a reserve, any amount expended from a reserve account; and any capital cost with respect to the Project, as determined by the accountant for the Project.

(2) "Gross Revenue" for each calendar year shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Project. Gross Revenue shall include, but not be limited to:

- (A) all rents, fees and charges paid by tenants,
- (B) Section 8 payments or other rental subsidy payments received for the dwelling units,
- (C) deposits forfeited by tenants,
- (D) all cancellation fees,
- (E) price index adjustments and any other rental adjustments to leases or rental agreements;
- (F) net proceeds from vending and laundry room machines;
- (G) the proceeds of business interruption or similar insurance and not paid to senior lenders;
- (H) the proceeds of casualty insurance not used to rebuild the Project and not paid to senior lenders;
- (I) condemnation awards for a taking of part or all of the Project for a temporary period.

Gross Revenue shall not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(3) "City's Share of Residual Receipts" shall mean fifty percent (50%) of the Residual Receipts.

(4) "Net Proceeds of Permanent Financing" shall mean the portion of the Approved Financing that is not required to pay the costs of acquisition and development of the Project (including but not limited to the funding of reserves and payment of any deferred developer fee). Net Proceeds of Permanent Financing, if any, shall be determined pursuant to the procedure set forth in subsection (d) below.

(b) "Residual Receipts" in a particular calendar year shall mean the amount by which Gross Revenue (as defined above) exceeds Annual Operating Expenses (as defined above).

(c) Annual Payments. Commencing on May 1st following completion of the Project, and on May 1st of each year thereafter for the Term of the Loan, Borrower shall make repayments of the outstanding principal and accrued interest on the Loan equal to the City's Share of Residual Receipts. Payments made shall be credited first against accrued interest and then against outstanding principal. Such annual payments shall be accompanied by the Borrower's report of Residual Receipts (including an independent auditor's report regarding the auditor's review of Annual Operating Expenses). The Borrower shall provide the City with any documentation reasonably requested by the City to substantiate the Borrower's determination of Residual Receipts.

(d) Special Repayments from Net Proceeds of Permanent Financing. One Hundred percent (100%) of the Net Proceeds of Permanent Financing, if any, shall be paid to the City as a special repayment of the Loan. The amount of the Net Proceeds of Permanent Financing shall be determined by the Borrower and submitted to the City for approval on the date the Borrower submits the final cost audit or receipts for the Project to the City. The amount of the Net Proceeds of Financing shall be calculated using the actual principal amount of the permanent loan made to Borrower, provided that Borrower provides sufficient evidence that the permanent loan is the maximum principal amount that Borrower could secure for the Project applying reasonable underwriting standards. The Borrower shall also submit to the City any additional documentation sufficient to verify the amount of the Net Proceeds of Permanent Financing. Provided Borrower has submitted a final cost audit from an independent third party consultant, the Borrower's determination of the amount of the Net Proceeds of Permanent Financing shall be deemed approved thirty (30) days after submission of the final cost audit, absent manifest error. If Borrower's determination is disapproved by the City, City shall provide Borrower written explanation for the City's disapproval and Borrower shall re-submit documentation to the City for City approval, which shall be provided within ten (10) business days of City's receipt of the documentation. City and Borrower agree to submit the determination of the Net Proceeds of Permanent Financing to a third party accountant for review if both parties cannot agree after two rounds of submissions. The cost of a third party accountant shall be shared

equally between the City and Borrower. The City's share of the Net Proceeds of Permanent Financing shall be due the City from the Borrower no later than five (5) days following the date the City approves the determination of the Net Proceeds of Permanent Financing.

(e) Payment in Full. All principal and accrued interest on the Loan shall be due in full on the earlier to occur of (i) the date of any Transfer not authorized by the City, (ii) the date of any uncured Event of Default, or (iii) the expiration of the Term.

(f) Prepayment. The Borrower shall have the right to prepay the Loan at any time without penalty. However, the Regulatory Agreement shall remain in effect for the entire Term, regardless of any prepayment.

Section 2.11 Special Reports and Accounting of Residual Receipts.

(a) Audited Financial Statement. In connection with the annual repayment of the Loan, the Borrower shall furnish to the City an audited statement duly certified by an independent firm of certified public accountants approved by the City, setting forth in reasonable detail the computation and amount of Residual Receipts during the preceding calendar year.

(b) Books and Records. In addition to the records required to be maintained pursuant to Section 4.4 below, the Borrower shall keep and maintain on the Property, or elsewhere with the City's written consent, full, complete and appropriate books, record and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts. Such books, records and accounts shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement which provide for the calculation of Residual Receipts on a cash basis. All such books, records, and accounts shall be open to and available for inspection by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) City Audits. The receipt by the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the City of any loan repayment for any period shall not bind the City as to the correctness of such statement or such payment. Within three (3) years after the receipt of any such statement, the City or any designated agent or employee of the City at any time shall be entitled to audit the Residual Receipts and all books, records, and accounts pertaining thereto. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to Borrower. If it shall be

determined as a result of such audit that there has been a deficiency in a loan repayment to the City, then such deficiency shall become immediately due and payable with interest at the default rate set forth in section 2.2(b) above, determined as of and accruing from the date that said payment should have been made. In addition, if Borrower's auditor's statement for any calendar year shall be found to have understated Residual Receipts by more than five percent (5%) and the City is entitled to any additional Loan repayment as a result of said understatement, then Borrower shall pay, in addition to the interest charges referenced hereinabove, all of the City's reasonable costs and expenses connected with any audit or review of Borrower's accounts and records.

Section 2.12 Non-Recourse.

Except as provided below, the Borrower shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Loan or the performance of the covenants of the Borrower under the Deed of Trust. Following recordation of the Deed of Trust, the sole recourse of the City with respect to the principal of, or interest on, the Note and defaults by Borrower in the performance of its covenants under the Deed of Trust shall be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note of all the rights and remedies of the City thereunder, or (b) be deemed in any way to impair the right of the City to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note and the performance of the Borrower's obligations under the Deed of Trust, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of its obligation to indemnify the City under Sections 3.7 (d) and (e), 3.11, 4.6, 7.4 of this Agreement, or under Section 2.1 of the Regulatory Agreement, or liability for (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

Section 2.13 Capitalized Operating Deficit Reserve Fund

(a) Definitions. The following definitions shall apply to this Section 2.11:

(1) "Approved Costs" means Approved Facility Costs and approved Services Costs.

(2) "Approved Facility Costs" means Facility Costs approved by the City either in the Approved Project Budget or in an Approved Operating Budget.

(3) "Approved Services Costs" means Services Costs approved by the City either in the Approved Project Budget or in an Approved Operating Budget.

(4) "Bank" means a state or federally chartered bank at such location, or such other state or federally chartered bank with a branch office for administering commercial bank accounts within the City of Berkeley reasonably acceptable to the City.

(5) "Excluded Costs" include the following:

(A) Any Facility Cost or Services Cost which is paid or reimbursed (directly or indirectly) by any third-party (including without limitation the City).

(B) Any fee exceeding the applicable approved budgeted amounts, unless expressly approved by the City.

(C) Any cost to provide services for non-Project residents, unless expressly approved by the City.

(6) "Facility Costs" means the actual costs for managing, operating, maintaining, and repairing the Project, excluding Services Costs and Excluded Costs.

(7) "Permitted Investments" mean only:

(A) money market funds registered under the Federal Investment Company of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G, AAAm, or AA-m and if rated by Moody's rated Aaa, Aa1, Aa2 including funds for which the Bank or an affiliate advises or services; and

(B) such other investments as the City may approve in writing.

(8) "Services Costs" means the actual costs for Borrower to perform (or cause to be performed) the approved Services for residents at the Project as required by the Loan Documents and any other agreement between the Borrower (or Management Agent) and the City relating to the performance of Services.

(9) "Withdrawal Request" means a Borrower request to the City to approve Borrower's withdrawal of funds from the Capitalized Operating Deficit Reserve Fund, together with such explanatory documentation and certifications as the City may request.

(b) Funding of Capitalized Operating Deficit Reserve Fund. Following the execution of the Loan Agreement, Regulatory Agreement, Promissory Note, Deed of Trust, and the HCD Standard Agreement, the City will hold in its own account all remaining City Loan Funds not disbursed pursuant to Sections 2.7, 2.8, and 2.9, to be deposited, held, maintained, and disbursed as provided herein.

(c) Purpose. City and Borrower agree that the purpose of the Capitalized Operating Deficit Reserve Fund is to support stable Project operations. City Loan Funds drawn and disbursed to Borrower for Project operations shall be deposited into the Capitalized Operating Deficit Reserve Fund. Prior to being drawn and disbursed, City Loan Funds will remain with the City and shall not accrue interest under this Agreement.

(d) General Requirements. Unless otherwise specified herein or approved by the City in its sole discretion, the Capitalized Operating Deficit Reserve Fund shall be (i) maintained in one or more accounts at the Bank only in the City's name until drawn and disbursed to Borrower, (ii) invested only in Permitted Investments, provided that all earnings shall accrue to the fund; and (iii) used solely to pay Approved Facility Costs and Approved Services Costs, except as otherwise expressly approved by the City in the budget or otherwise. No withdrawals may be made from the Capitalized Operating Deficit Reserve Fund without the City's written consent, which will generally be as provided in subsection (h) below. Any City approval for use of funds from the Capitalized Operating Deficit Reserve Fund other than for Approved Facility Costs or Approved Services Costs (including without limitation for Excluded Costs) must specifically identify the item in the budget or otherwise.

(e) Security Interest; Control Agreement. To the extent permitted by HCD under its Standard Agreement, as additional security for Borrower's obligations under the Loan Documents and all other Borrower obligations relating to the Project, Borrower hereby grants the City a first priority security interest in the Capitalized Operating Deficit Reserve Fund and all proceeds thereof. Borrower shall take all actions and provide all information which Beneficiary reasonably requests to maintain the City's first priority security interest in the Capitalized Operating Deficit Reserve Fund. Without limiting the foregoing, Borrower will sign all documents (including without limitation the Bank's standard control agreement, with such changes as the City may require or approve). Under no circumstances may any portion of the Capitalized Operating Deficit Reserve Fund be held in any account or invested in any investment unless the City's first priority security interest is maintained.

(f) Budgeting and Reconciliation Procedures. Borrower shall obtain City approval for annual Approved Operating Budgets, and meet with the City periodically to monitor Borrower and Project performance in relation to approved budgets, as provided in Section 4.3.

(g) Maintenance of Records and City Audit Rights. In addition to all other obligations contained in this Section, see Sections 4.4 and 4.5.

(h) **Withdrawal Procedures.** Unless Borrower and City otherwise agree, the City will approve Borrower withdrawals from the Capitalized Operating Deficit Reserve Fund, not more frequently than once a quarter, under the following procedures:

(1) No later than each March 1, June 1, September 1 and December 1 (or such other dates and periods as the parties may agree from time-to-time), Borrower shall submit a Withdrawal Request for not more than the following amount:

(A) 100% of the then-budgeted Operating Costs and Facility Costs for the next approved period; less

(B) The estimated cumulative difference (as of the beginning of the applicable period) between the amounts previously withdrawn from the Capitalized Operating Deficit Reserve Fund and actual Operating Costs and Facility Costs (plus other costs, if any, approved by the City to be paid from Capitalized Operating Deficit Reserve Fund) through the end of the previous period; less

(C) (except as otherwise agreed by the City, such as pursuant to subsection j below), the cumulative amounts of all third-party payments and reimbursements for Operating Costs and Facility Costs which were included in a previous Withdrawal Request, and all other deposits (including earnings) into the Capitalized Operating Deficit Reserve Fund.

(i) **Document Delivery Obligations.** In addition to all other document delivery requirements in the Loan Documents, if funds are not held by the City, Borrower shall provide the City with copies of all Bank account statements and documents relating to the Capitalized Operating Deficit Reserve Fund promptly following receipt.

(j) **Alternative Sources of Funds to Pay Operating Costs and Facility Costs.** Borrower is encouraged to seek other sources of funds from which to pay some or all of the Operating Costs and Facility Costs otherwise payable from the Capitalized Operating Deficit Reserve Fund.

(k) **Effect of Transfer, etc.** Borrower agrees that any conveyance or transfer, voluntary or involuntary, of its interest in the Project, shall have the effect of transferring all of Borrower's right, title and interest in and to the Capitalized Operating Deficit Reserve Fund to the Borrower's successor-in-interest or to the City. While such transfer shall be fully effective without any further Borrower instruments or documents, Borrower shall nevertheless execute all instruments and documents reasonably requested by the City to confirm the foregoing transfer. Borrower hereby appoints the City as its attorney-in-fact, to execute any such instruments and documents.

(l) **Expiration of Term.** Subject to any other agreement between Borrower and the City, upon expiration of the Term (other than as provided in subsection (j) above, all amounts remaining in the Capitalized Operating Deficit Reserve Fund (if any) shall be applied in the following order:

(1) first to cure any then-outstanding breach or default under the Loan Documents or any other Borrower obligation relating to the Project; and

(2) then (if any remain) to be paid to the City as a Loan prepayment;
and

(3) then (if any remain) paid to City.

ARTICLE 3.
DEVELOPMENT OF PROJECT

Section 3.1 Permits and Approvals.

All permits and approvals necessary to commence development of the Project must be received no later than 60 days from acquisition closing or the City, at its option, and with thirty (30) calendar days' written notice and 60 days opportunity to cure, may declare Borrower in default hereunder.

Section 3.2 Plans.

(a) Simultaneously with submission to the City Building and Safety Division of the City's Planning Department (the "City Building and Safety Division"), Borrower shall submit to the City's Department of Health, Housing & Community Services (HHCS) a copy of the Plans for the Project.

(b) HHCS shall, if the Plans submitted conform to the provisions of this Agreement, approve in writing such Plans. Unless rejected by HHCS for their failure to comply with the foregoing requirements within ten (10) calendar days of submission by Borrower, said Plans shall be deemed accepted. Such approval of the Plans by HHCS shall not relieve Borrower's obligation to obtain any and all approvals required by the City Building and Safety Division.

(c) If rejected by HHCS in whole or in part, Borrower shall submit new or corrected Plans within thirty (30) calendar days of notification of HHCS's rejection and the reasons therefor. HHCS shall then have ten (10) calendar days to review and approve Borrower's new or corrected Plans. The provisions of this Section relating to time periods for approval, rejection, or resubmission of new or corrected Plans shall continue to apply until the Plans have been approved by HHCS.

Section 3.3 Construction Contracts.

(a) Borrower agrees to conform to all City contracting requirements. Unless otherwise approved by the City in writing, Borrower shall use the procurement process pursuant to 2 C.F.R. Part 215, to select all general contractors and subcontractors retained directly by Borrower. Not later than fifteen (15) days prior to the proposed commencement of construction work on the Project, the Borrower shall submit to the City for its approval any proposed construction contract in excess of Twenty Five Thousand

Dollars (\$25,000). All construction work and professional services shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that the Borrower enters for construction on the Project shall provide that at least ten percent (10%) of the costs of construction shall be retained and payable only upon completion of construction, subject to early release of retention for specified subcontractors upon approval by the City. The City's approval of the construction contracts shall in no way be deemed to constitute approval of or concurrence with any term or condition of the construction contracts except as such term or condition may be required by this Loan Agreement.

(b) Upon receipt by the City of the proposed construction contract, the City shall promptly review same and approve or disapprove it within ten (10) calendar days. If the construction contract is not approved by the City, the City shall set forth in writing and notify the Borrower of the City's reasons for withholding such approval. The Borrower shall thereafter submit a revised construction contract for City approval, which approval shall be granted or denied in ten (10) calendar days in accordance with the procedures set forth above. Any construction contract executed by the Borrower for the Project shall be in the form approved by the City.

Section 3.35 Signage.

During construction of the Project, if Borrower elects to place a sign or signs identifying the Project that is visible to the public, Borrower shall include the following language on the sign, "Funding provided by the City of Berkeley and the California Department of Housing and Community Development". If the Borrowers does not elect to place a sign on the Property identifying the Project, HCD may place one or more signs on the Property stating that it is providing financing for the Project.

Section 3.4 Construction Bonds.

Prior to commencement of construction on the Project, unless otherwise waived in writing by the City, the Borrower shall deliver to the City copies of labor and material bonds and performance bonds for the construction in an amount equal to one hundred percent (100%) of the scheduled cost of the construction. Such bonds shall name the City as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the commencement of construction on the Project no later than 60 days after receipt of the permits and approvals pursuant to Section 3.1, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Project in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Project to completion, and shall cause the completion of the construction on the Project no later than 12 months after commencement of construction.

Section 3.7 Construction Pursuant to Plans and Laws; Prevailing Wages.

(a) Changes to the Work. Borrower shall construct the Project in material conformance with the Plans. Borrower shall notify the City in a timely manner of any material changes in the work required to be performed under this Loan Agreement, including any material additions, changes, or deletions to the plans and specifications approved by the City. A written authorization by HHCS must be obtained before any of the following changes, additions, or deletions in work for the Project may be performed: (1) any change in the work the cost of which exceeds Twenty Five Thousand Dollars (\$25,000); or (2) any set of changes in the work the cost of which cumulatively exceeds Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the Loan amount, whichever is less; or (3) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Project as provided for in the plans and specifications approved by the City. Consent to any additions, changes, or deletions to the work shall not relieve or release Borrower from any other obligations under this Loan Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, including without limitation and to the extent applicable and state prevailing wages pursuant to Labor Code Section 1770 et seq. and the regulations pursuant thereto, as further set forth in subsection (d) below, and (ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower shall be responsible to the City for the procurement and maintenance thereof, as may be required of Borrower and all entities engaged in work on the Project. Any rehabilitation work performed on the Project shall include activities to make the Project seismically safe and to abate lead contamination to the extent required by applicable laws.

(c) Accessibility Requirements. Borrower shall construct the Project to comply with all applicable federal and state disabled persons accessibility requirements including the Federal Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title II and/or Title III of the Americans with Disabilities Act of 1990, and Title 24 of the California Code of Regulations (the "Accessibility Requirements"), and shall submit to the City, information on the accessibility of the Project to disabled persons, and the construction work planned to achieve compliance with such laws. In compliance with Section 504, to the extent possible, the project will have at least 2 units that are fully accessible to households. In compliance with Section 504 Borrower shall provide the City with a certification from the Project architect that to the best of the architect's knowledge,

the Project complies with all federal and state accessibility requirements applicable to the Project. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Project in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

(d) State and Local Prevailing Wage Requirements.

(1) The Borrower shall cause the contractor and subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR") and if required by the City, to submit weekly payroll reports to the City. The Borrower shall and shall cause the contractor and subcontractors to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR. The Borrower shall and shall cause the contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and apprentices have been employed are required by Labor Code Sections 1777.5 et seq. The Borrower shall cause the contractor and subcontractors to instruct any sub-tier subcontractors of the prevailing wage responsibility. Copies of the currently applicable current per diem prevailing wages are available from DIR. During the construction of the Project, Borrower shall or shall cause the contractor to post at the Property the applicable prevailing rates of per diem wages. The Borrower shall and shall cause the general contractor and subcontractors to review the required wage decisions and request from the City any additional classifications not included in the wage decision.

(2) The Borrower shall and shall cause the contractor and subcontractors working on the Project to comply with the provisions of City Resolution No. 54-533 N.S. setting forth the City's local policy regarding the payment of prevailing wages in connection with City-assisted developments, which is attached hereto as Exhibit F.

(3) The Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to employ apprentices pursuant to Labor Code Sections 1777.5 et seq., and implementing regulations of the DIR or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and the implementing regulations of the DIR and the City's local prevailing wage requirements in connection with the construction of the Project or any other work undertaken or in connection with the Property. The requirements in this Subsection shall survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.8 Management and Marketing Plan

No later than six (6) months prior to the projected date of the completion of the Project, Borrower shall submit to the City for approval a Property Management Plan (the "Management Plan") which shall include the Borrower's plan for marketing the Project to income-eligible households as required pursuant to the Regulatory Agreement, including information on affirmative marketing efforts, compliance with fair housing laws and procedures to address households with disabled persons. The Management Plan must include information on affirmative marketing efforts and compliance with fair housing laws.

Upon receipt of the Management Plan, the City shall promptly review the Management Plan and shall approve or disapprove it in writing within thirty (30) calendar days after submission. If the Management Plan is not approved, Borrower shall submit a revised Management Plan within thirty (30) calendar days. If the City does not approve the revised Management Plan, the City shall set forth in writing and notify the Borrower of the City's reasons for withholding such approval. If the Management Plan is not approved, Borrower shall submit a revised Management Plan within thirty (30) calendar days. The approved Management Plan shall remain in effect for the Term and may be amended from time to time subject to the review and approval of the City.

Section 3.9 Tenant Selection Plan.

(a) No later than six (6) months prior to the date construction of the Project is projected to be complete, Borrower shall submit to the City, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan").

(b) Upon receipt of the Tenant Selection Plan, the City will promptly review the Tenant Selection Plan and will approve or disapprove it within thirty (30) days after receipt. If the Tenant Selection Plan is not approved, the City will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within thirty (30) days of notification of the City's disapproval. The approved Tenant Selection Plan shall remain in effect for the Term and may be amended from time to time subject to the review and approval of the City.

Section 3.10 Supportive Services Plan.

No later than six (6) months prior to the projected date of the completion of the Project, Borrower shall submit to the City for approval a Supportive Services Plan which shall include information on what services will be provided by who, for whom, and how often, including a detailed budget for these services. Upon receipt of the Supportive Services Plan, the City shall promptly review the Supportive Services Plan and shall approve or disapprove it in writing within thirty (30) calendar days after submission. If the Supportive Services Plan is not approved, the City will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Supportive Services Plan within thirty (30) days of notification of the City's disapproval. The approved Supportive Services Plan shall remain in effect for the Term and may be amended from time to time subject to the review and approval of the City.

Section 3.11 State and Federal Relocation Requirements.

If and to the extent that construction of the Project results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then the Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, California Government Code Section 7260 et seq., and accompanying regulations) with respect to relocation planning, advisory assistance, and payment of monetary benefits. The Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. The Borrower shall defend the City (with counsel reasonably acceptable to the City), against any claim for damages, compensation, fines, penalties, relocation payments or other amounts arising out of the failure or alleged failure of any person or entity (including the Borrower and the City) to satisfy relocation obligations related to the development of the Project. This obligation to indemnify shall survive termination of this Loan Agreement.

Section 3.12 Equal Opportunity.

During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

Section 3.13 Minority and Women-Owned Contractors.

Consistent with state and federal laws and regulations, Borrower will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Project. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in the City of Berkeley of bid opportunities for the construction of the Project. Documentation of such notifications shall be maintained by Borrower and available to the City as requested.

Section 3.14 Progress Reports.

Until such time as Borrower has received a certificate of occupancy, if applicable, from the City for the Project, Borrower shall provide the City with quarterly progress reports regarding the status of the construction of the Project, including a certification that the actual construction costs to date conform to the Approved Project Budget, as it may be amended from time to time pursuant to Section 3.18 below.

Section 3.15 Construction Responsibilities.

(a) It shall be the responsibility of Borrower to coordinate and schedule the work to be performed so that commencement and completion of construction will take place in accordance with this Loan Agreement.

(b) Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Project, including (but not limited to) the quality and suitability of the Plans, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the City with reference to the Project is solely for the purpose of determining whether Borrower is properly discharging its obligations to the City, and should not be relied upon by Borrower or by any third parties as a warranty or representation by the City as to the quality of the design or construction of the Project.

Section 3.16 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the City or any other lender or other third party in connection with the Project, then Borrower shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the City may (but shall be under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the City may require Borrower to immediately deposit with the City the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The City may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Project for a continuous period of thirty (30) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes the City, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that the City deems necessary or desirable to protect its interest in the Project and Property.

Nothing herein contained shall require Borrower to pay any claims for labor, materials or services which Borrower in good faith disputes and is diligently contesting provided that Borrower shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 3.17 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Project by the City and by public authorities during reasonable business hours for the purposes of determining compliance with this

Agreement.

Section 3.18 Approved Project Budget; Revisions to Budget.

(a) As of the Effective Date, the City has approved the Approved Project Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Project Budget to the City for approval within five (5) calendar days of the date Borrower receives information indicating that actual costs of the Project vary or will vary from the costs shown on the Approved Project Budget. Written consent of the City shall be required to amend the Approved Project Budget; which consent shall not be unreasonably withheld, conditioned or delayed.

Section 3.19 Project Conditions.

In addition to the general conditions described herein, the Borrower shall comply with the further conditions described in the attached Exhibit C.

Section 3.20 Developer Fee.

The maximum cumulative developer fee that may be paid to any entity or entities providing development services to the Project, whether paid up-front or on a deferred basis, shall not exceed Two Million Dollars (\$2,000,000).

ARTICLE 4.
LOAN REQUIREMENTS

Section 4.1 Financial Accountings and Post-Completion Audits.

(a) No later than sixty (60) calendar days following completion of construction of the Project, Borrower shall provide to City a financial accounting of all sources and uses of funds for the Project.

(b) No later than one hundred fifty (150) calendar days following completion of construction of the Project, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Project. This requirement may be satisfied by providing the Final Cost Certification to the City. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

Section 4.2 Information.

Borrower shall provide any information reasonably requested by the City in connection with the Project, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.3 Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the City an annual budget for the operation of the Project. The budget must show the Commercial Income and any service or operating subsidies provided through State, County, City, or private financing. The City may request additional information to assist the City in evaluating the financial viability of the Project. Unless rejected by the City in writing, said budget shall be deemed accepted. If rejected by the City in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days of notification of the City's rejection and the reasons therefor. The City shall then have fifteen (15) calendar days to review and approve Borrower's new or corrected budget. The provisions of this Section relating to time periods for approval, rejection, or resubmission of new or corrected budget shall continue to apply until such budget has been approved by the City.

Section 4.4 Records.

(a) The Borrower shall keep and maintain on the Property, or elsewhere with the City's written consent, full, complete and appropriate books, record and accounts relating to the Project, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's compliance with the terms and provisions of this Loan Agreement. Books, records and accounts relating to Borrower's compliance with the terms, provisions, covenants and conditions of this Agreement shall be kept and maintained in accordance with generally accepted accounting principles consistently applied, and shall be consistent with requirements of this Agreement. All such books, records, and accounts shall be open to and available for inspection and copying by the City, its auditors or other authorized representatives at reasonable intervals during normal business hours. Copies of all tax returns and other reports that Borrower may be required to furnish any governmental agency shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of the Borrower are kept. The Borrower shall preserve such records for a period of not less than five (5) years after the creation of such records. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then the Borrower shall retain such records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the City to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

- (1) Records providing a full description of the activities undertaken with the use of the Loan funds;
- (2) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

C.F.R. 215; (3) Financial records as required by 24 C.F.R. 92.505 and 2

requirements; (4) Records demonstrating compliance with MBE/WBE

(5) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;

(6) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid; and

(7) Records documenting compliance with the Supportive Services Plan approved by the City.

(b) The City shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Section 4.5 City Audits.

Each year, Borrower shall provide the City with a copy of Borrower's annual audit, which shall include information on all of Borrower's activities and not just those pertaining to the Project. Upon request from the City, Borrower will submit audits of the Borrower's general partners. In addition, the City or any designated agent or employee of the City at any time shall be entitled to audit all of Borrower's books, records, and accounts pertaining thereto, pursuant to Section 61 of the Berkeley City Charter. Such audit shall be conducted during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the City shall deliver a copy of the results of such audit to Borrower.

Section 4.6 Hazardous Materials.

(a) Borrower shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Borrower shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred

to hereinafter as "Hazardous Materials") except such of the foregoing as may be customarily used in construction of projects like the Project or kept and used in and about property of this type.

(b) Borrower shall immediately advise the City in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The City shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the City and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty regarding Hazardous Materials by, or covenant of, Borrower in this Section, or otherwise under this Loan Agreement. Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the City in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines

levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). Borrower's obligations in this Section will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the City of Hazardous Materials.

(e) Without the City's prior written consent, which shall not be unreasonably withheld, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the City's reasonable judgment, impair the value of the City's security hereunder; provided, however, that the City's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the City's consent before taking such action, provided that in such event Borrower shall notify the City as soon as practicable of any action so taken. The City agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; or (iii) Borrower establishes to the reasonable satisfaction of the City that there is no reasonable alternative to such remedial action which would result in less impairment of the City's security hereunder.

(f) Borrower hereby acknowledges and agrees that each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the City's or the trustee's rights and remedies under the Deed of Trust, the City may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the borrower to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the City's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property

and the Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the City in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the lesser of ten percent (10%) or the maximum rate permitted by law, until paid, shall be added to the indebtedness secured by the Deed of Trust and shall be due and payable to the City upon its demand made at any time following the conclusion of such action.

Section 4.7 Maintenance and Damage.

(a) During the course of both construction and operation of the Project, Borrower shall maintain the Project and the Property in good repair and in a neat, clean and orderly condition. If there arises a condition in contravention of this requirement, and if Borrower has not cured such condition within thirty (30) calendar days after receiving a City notice of such a condition, then in addition to any other rights available to the City, the City shall have the right to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Property.

(b) Subject to the requirements of senior lenders, and if economically feasible in the City's reasonable judgment after consultation with the Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the Plans approved by the City with such changes as have been approved by the City. Such work or repair shall be commenced no later than the later of one hundred twenty (120) calendar days, or such longer period approved by the City in writing, after the damage or loss occurs or thirty (30) calendar days following receipt of the insurance proceeds, and shall be complete within one (1) year thereafter. Any insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, then Borrower shall make up the deficiency or identify alternate sources to cover the deficiency. If Borrower does not make repairs, then any insurance proceeds collected for such damage or destruction shall be distributed as if such proceeds were Residual Receipts, subject to the rights of the senior lenders. This paragraph is subject to the non-recourse provisions of Section 2.12.

Section 4.8 Fees and Taxes.

Borrower shall be solely responsible for payment of all fees, permits (unless a waiver is approved), assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Project to the extent owned by Borrower, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by the City, Borrower deposits with the City any funds or other forms of

assurance that the City in good faith from time to time determines appropriate to protect the City from the consequences of the contest being unsuccessful.

Section 4.9 Notice of Litigation.

Borrower shall promptly notify the City in writing of any litigation materially affecting Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.10 Operation of Project as Affordable Housing.

(a) Promptly after completion of construction, the Borrower shall operate the Project as an affordable housing development consistent with the Regulatory Agreement. The maximum household income of a household occupying a City-Assisted Unit in the Project, and the total charges for rent, utilities, and related services to each household occupying a City-Assisted Unit, shall be maintained as provided in the Regulatory Agreement.

Section 4.11 Nondiscrimination.

The Borrower covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, sex, sexual orientation, marital status, ancestry, national origin, or pregnancy in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Borrower or any person claiming under or through the Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant shall run with the land.

Section 4.12 Transfer.

(a) For purposes of this Agreement, "Transfer" shall mean any sale, assignment, or transfer, whether voluntary or involuntary, of (i) any rights and/or duties under this Agreement, and/or (ii) any interest in the Project, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Project is transferred and Borrower retains title. The term "Transfer" shall exclude the leasing of any single unit in the Project to an occupant in compliance with the Regulatory Agreement.

(b) No Transfer shall be permitted without the prior written consent of the City, which the City may withhold in its sole discretion. The Loan shall automatically accelerate and be due in full upon any unauthorized Transfer.

(c) The City approves the grant of the security interests necessary for the Approved Financing.

Section 4.13 Insurance Requirements.

The Borrower and its general partners, as applicable, shall maintain the following insurance coverage throughout the Term and provide evidence satisfactory to the City of such coverage:

(a) Worker's Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(b) Comprehensive General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(c) Comprehensive Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(d) Property insurance covering the Project, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the City, naming the City as a Loss Payee, as its interests may appear. Flood insurance shall be obtained if required by applicable federal regulations.

(e) Commercial Crime Insurance covering all officers and employees, for loss of Loan proceeds, in an amount equal to the lesser of the amount of the Loan or One Million Dollars (\$1,000,000), naming the City a Loss Payee, as its interests may appear. If Borrower has no employees, the Borrower's general partners are responsible for providing the required crime insurance policy.

(f) The Borrower shall cause any general contractor, agent, or subcontractor working on the Project under direct contract with the Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (a), (b), and (c) above and shall require that such insurance shall meet all of the general requirements of subsections (g), (h), and (i) below, except that the limit of liability for comprehensive general liability insurance for subcontractors shall be not less than One Million Dollars (\$1,000,000).

(g) The insurance required by this Section shall be provided under an occurrence form, and Borrower shall maintain the coverage described in subsections (a) through (d) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be three times the occurrence limits specified above.

(h) Comprehensive General Liability, Comprehensive Automobile Liability and Property insurance policies shall be endorsed to name as additional insureds the City and its officers, agents, employees, volunteers, and members of the City Council.

(i) All policies and bonds shall contain (a) the agreement of the insurer to give the City at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (b) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the City; (c) a provision that no act or omission of the Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (d) a waiver by the insurer of all rights of subrogation against the City and its authorized parties in connection with any loss or damage thereby insured against.

(j) If in connection with the use of the Loan funds, death, serious personal injury, or substantial property damage occurs, Borrower shall immediately notify the City. Borrower shall promptly submit to the City a written report, in such form as may be required by the City, of all accidents which occur in connection with this Agreement. This report shall include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Borrower's contractor or subcontractor, if any; (3) name and address of Borrower's liability insurance carrier; and (4) a detailed description of the accident and whether any of the City's equipment, tools or material were involved.

Section 4.14 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification

shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

Section 4.15 Covenants Regarding Approved Financing and Partnership Agreement.

- (a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.
- (b) Borrower shall promptly notify the City in writing of the existence of any default under any documents evidencing Approved Financing, and any defaults under the Partnership Agreement, and provide the City copies of any notice of default.
- (c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the City.
- (d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Project with any liens (other than liens for Approved Financing approved by the City) without the prior written consent of the City.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the City as follows and acknowledges, understands and agrees that the representations and warranties set forth in this Section 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

- (a) Organization. Borrower is a duly organized limited partnership, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.
- (b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Loan Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Loan Agreement, and to perform and observe the terms and provisions of all of the above.
- (c) Authority of Persons Executing Documents. This Loan Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Loan Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and

performance of this Loan Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Loan Agreement, have been duly taken.

(d) Valid Binding Agreements. This Loan Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Loan Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of this Loan Agreement and the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Loan Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever binding on Borrower, or any provision of the organizational documents of Borrower, or will conflict with or constitute a breach of or a default under any agreement to which Borrower is a party, or will result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance With Laws; Consents and Approvals. The construction of the Project will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the City pursuant hereto.

(h) Title to Property. At the time of recordation of the Deed of Trust, Borrower will have good and marketable title to the Property and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens for current real property taxes and assessments not yet due and payable, leases of existing tenants, and liens in favor of the City or approved in writing by the City.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the City fairly present the information contained therein. As of the Effective Date, there has not been any adverse,

material change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the Project in accordance with the Plans approved by the City.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the City prior to the date of this Loan Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Each of the following shall constitute an "Event of Default" by Borrower under this Loan Agreement:

(a) Failure to Construct. Subject to Section 7.13, failure of Borrower to commence or diligently prosecute to completion the construction of the Project within the times set forth in Article 3 above;

(b) Failure to Make Payment. Failure to repay the principal and any interest on the Loan within ten (10) days of receipt of written notice from the City that such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Tenant Selection Plan, or Social Services Plan in accordance with Section 3.10.

(d) Breach of Covenants. Failure by Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents, and such failure having continued uncured for thirty (30) calendar days after receipt of written notice thereof from the City to the Borrower and to any limited partner of the Borrower who has requested written notice from the City of such failure ("Permitted Limited Partner") or, if the breach cannot be cured within thirty (30) calendar days, the Borrower shall not be in breach so long as Borrower is diligently undertaking to cure such breach and such breach is cured within ninety (90) calendar days; provided, however, that if a different period or notice requirement is specified under any other section of this Article 6, the specific provisions shall control. The Permitted Limited Partner shall have thirty (30) additional days to cure a breach beyond the cure periods for the Borrower described in this subsection. If a Permitted Limited Partner cannot cure a Default because the Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of the Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of the Borrower in order to effect a cure of the Default, the cure period shall be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than one hundred eighty (180) days after the date of receipt by the Permitted Limited Partner of written notice of Default.

(e) Default Under Other Loans. A default is declared under any other financing for the Project, after the expiration of any applicable notice and cure periods.

(f) Insolvency. A court having jurisdiction shall have made or entered any decree or order (i) adjudging Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, or seeking any arrangement for Borrower or Borrower's general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the events of Default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

(h) Suspension; Termination. Borrower or Borrower's administrative general partner, if Borrower is a partnership, or Borrower's managing member, if Borrower is a limited liability company, shall have voluntarily suspended its business or, if Borrower is a partnership, the partnership shall have been dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Project. There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of thirty (30) calendar days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the City.

(j) Condemnation. The condemnation, seizure, or appropriation of all or the substantial part of the Property and the Project by a governmental entity other than the City.

(k) Unauthorized Transfer. Any Transfer other than as permitted by Section 4.12.

(l) Representation or Warranty Incorrect. Any Borrower representation or warranty contained in this Loan Agreement, or in any application, financial statement, certificate, or report submitted to the City in connection with any of the Loan Documents, proving to have been incorrect in any material respect when made. After issuance of the certificates of occupancy for the Project, Default may be declared under this subsection only if the failure of representation or warranty also has a material adverse effect on the operation of the Project.

Section 6.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue the Loan and shall give the City the right to proceed with any and all remedies, either successively or concurrently, set forth in this Loan Agreement, the Loan Documents, as well as any remedy accruing to the

City by law including but not limited to the following:

(a) Acceleration of Note. The City shall have the right to cause all indebtedness of the Borrower to the City under this Loan Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. The Borrower shall be liable to pay the City on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The City shall have the right (but not the obligation) to cure any monetary default by Borrower under a loan in connection with the Property other than the Loan. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by Borrower upon demand therefor, together with interest thereon at the lesser of the maximum rate permitted by law or ten percent (10%) per annum from the date of expenditure until the date of reimbursement.

Section 6.3 Right of Contest.

Borrower shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the City by the terms of this Loan Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Loan Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Borrower or its agents, employees or contractors, and Borrower shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Loan Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under this Loan Agreement. In regard to the purchase of the Property, construction and operation of the Project, Borrower shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that contractors shall be solely responsible for similar matters relating to their employees. Borrower shall be solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Loan Agreement shall create or justify any claim against the City by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction or the operation of the Project, and Borrower shall include similar requirements in any contracts entered into for the purchase of the Property, the construction or the operation of the Project.

Section 7.3 Amendments.

No alteration or variation of the terms of this Loan Agreement shall be valid unless made in writing by the Parties.

Section 7.4 Indemnification.

The Borrower shall indemnify, defend and hold the City harmless against any and all claims, suits, actions, losses (excluding payment of principal and interest on the Loan) and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Loan Agreement, including but not limited to the purchase of the Property, development, construction, marketing and operation of the Project, except to the extent such claim arises from the grossly negligent or willful misconduct of the City, its agents, and its employees. The provisions of this Section shall survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Borrower in the event of any default or breach by the City or for any amount which may become due to Borrower or its successor or on any obligation under the terms of this Loan Agreement.

Section 7.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Loan Agreement.

Section 7.7 Discretion Retained By City.

The City's execution of this Loan Agreement in no way limits the discretion of the City in the permit and approval process in connection with development of the Project.

Section 7.8 Federal Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Subsection (b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Loan Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section is followed.

(b) The conflict of interest provisions of Subsection (a) above apply to any person who is an employee, agent, consultant, officer of the City or Borrower, or any immediate family member of such person, or any elected or appointed official of the City, or any person related within the third (3rd) degree of such person.

(c) Borrower shall comply with the conflict of interest provisions set forth in 24 C.F.R. 92.356.

Section 7.9 Notices, Demands and Communications.

Formal notices, demands, and communications between the Parties shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:

City of Berkeley
Department of Health, Housing & Community Services

2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attention: Housing & Community Services Manager

Borrower:
Golden Bear Homes LP
2625 Alcatraz Ave #501
Berkeley, CA 94705
Attention: MPI Homes, Administrative General Partner and Asset Manager

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Loan Agreement shall be governed by California law. Venue for all litigation relative to the formation, interpretation and performance of this Loan Agreement shall be in Alameda County, California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, the provisions of this Loan Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Loan Agreement is intended to run with the land and shall bind Borrower and its successors and assigns in the Property and the Project for the entire Term, and the benefit hereof shall inure to the benefit of the City and its successors and assigns.

Section 7.12 Severability.

If any term of this Loan Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.13 Force Majeure.

In addition to specific provisions of this Loan Agreement, performance by either Party shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; quarantine restrictions; freight embargoes; lack of transportation; or court order; or any other similar causes (other than lack of funds of Borrower or Borrower's inability to finance the construction of the Project) beyond the control or without the fault of the Party claiming an extension of time to perform. An extension of time for any cause will be deemed granted if notice by the Party claiming such extension is sent to the other within ten (10) calendar days from the

commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) calendar days of receipt of the notice. In no event shall the City be required to agree to cumulative delays in excess of one hundred eighty (180) calendar days.

Section 7.14 Nuclear Free Berkeley.

Borrower agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

Section 7.15 Recycled Paper.

If Borrower is required by this Loan Agreement to prepare a written report or study, Borrower shall use recycled paper for said report or study when such paper is available at a cost of no more than ten percent (10%) more than the cost of virgin paper, and when such paper is available at the time it is needed. For purposes of this Loan Agreement, recycled paper is paper that contains at least fifty percent (50%) recycled product. If recycled paper is not available, Borrower shall use white paper. Written reports or studies prepared under this Loan Agreement shall be printed on both sides of the paper whenever practical.

Section 7.16 Ban on Use of Virgin Redwood and Preference for Certified Sustainable Wood.

Borrower agrees to comply with City Resolution Nos. 59,595-N.S., 58,704-N.S., and 58,291-N.S. banning the use of virgin redwood and the preference for certified sustainable wood and wood products on the Project.

Section 7.17 First Source Hiring Policy.

Borrower agrees to comply with the City's First Source Hiring Policy in connection with the Project and agrees to execute and implement a First Source Hiring Agreement with the City, a form of which is attached hereto as Exhibit E.

Section 7.18 Living Wage Ordinance.

(a) Borrower hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Borrower is currently subject to the Berkeley Living Wage Ordinance, Borrower will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Borrower expressly acknowledges that even if Borrower is not currently subject to the Living Wage Ordinance cumulative contracts, City may subject Borrower to the requirements under B.M.C. Chapter 13.27 in subsequent agreements.

(b) If Borrower is currently subject to the Berkeley Living Wage Ordinance, Borrower shall be required to maintain monthly records of those employees providing service. These records shall include the total number of hours worked, the

number of hours spent providing service in connection with this Loan Agreement, the hourly rate paid, and the amount paid by Borrower for health benefits, if any, for each of its employees providing services. Borrower agrees to supply City any records it deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 4.5 of this Loan Agreement.

(c) If Borrower is currently subject to the Berkeley Living Wage Ordinance, Borrower shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Borrower engages to execute its responsibilities under this Loan Agreement. All subcontractor employees who spend twenty-five percent (25%) or more of their compensated time engaged in work directly related to this Loan Agreement shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein. If Borrower fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

(d) Borrower's failure to comply with this Section shall constitute a material breach of the Loan Agreement, upon which City may declare an Event of Default after written notice to Borrower and termination of cure periods provided in Section 6.1(c) herein. In the event that City declares an Event of Default due to a violation of this Section, City may deem Borrower a non-responsible bidder for not more than five (5) years from the date the Event of Default is declared.

(e) In addition, at City's sole discretion, Borrower may be responsible for liquidated damage in the amount of Fifty Dollars (\$50) per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Borrower's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Borrower's breach. The City may deduct any assessed liquidated damages from any payments otherwise due Borrower.

Section 7.19 Berkeley Equal Benefits Ordinance.

(a) Borrower hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto. Borrower will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this Loan Agreement, as well as comply with the terms enumerated herein.

(b) If Borrower is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Borrower agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 4.5 of this Loan Agreement.

(c) If Borrower fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

(d) Borrower's failure to comply with this Section shall constitute a material breach of the Loan Agreement, upon which City may terminate this Loan Agreement. In the event the City terminates this Loan Agreement due to a default by Borrower under this provision, the City may deem Borrower a non-responsible bidder for not more than five (5) years from the date this Loan Agreement is terminated.

(e) In addition, at City's sole discretion, Borrower may be responsible for liquidated damages in the amount of Fifty Dollars (\$50) per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Borrower's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Borrower's breach. City may deduct any assessed liquidated damages from any payments otherwise due Borrower.

Section 7.20 Oppressive States Contracting Prohibition.

(a) In accordance with Resolution No. 59,853-N.S., Borrower certifies that it has no contractual relation with, and agrees during the term of this Loan Agreement to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.

(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.

(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

(b) For purposes of this Loan Agreement, the Tibet Autonomous Region and the provinces of Amdo, Kham, and Ü-Tsang shall be deemed Oppressive States.

(c) Borrower's failure to comply with this Section shall constitute an Event of Default and City may terminate this Loan Agreement. In the event that the City terminates this Loan Agreement due to a default under this provision, City may deem Borrower a non-responsible bidder for not more than five (5) years from the date this Loan Agreement is terminated.

Section 7.21 Sanctuary City Ordinance.

Borrower hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Borrower agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

(a) "Data Broker" means either of the following:

(1) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

(2) The aggregation of data that was collected for another purpose from that for which it is ultimately used.

(b) "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:

(1) The City's computer-network health and performance tools;

(2) Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Section 7.22 City Approval.

Whenever this Loan Agreement calls for City approval, consent, or waiver, the written approval, consent, or waiver of the City Manager shall constitute the approval, consent, or waiver of the City, without further authorization required from the City Manager. The City hereby authorizes the City Manager to deliver such approvals or consents as are required by this Loan Agreement, or to waive requirements under this Loan Agreement, on behalf of the City. Any consents or approvals required under this Loan Agreement shall not be unreasonably withheld, delayed or conditioned, except where it is specifically provided that a sole discretion standard applies. The City Manager is also hereby authorized to approve, on behalf of the City, requests by Borrower for reasonable extensions of time deadlines set forth in this Loan Agreement. The City shall not unreasonably delay in reviewing and approving or disapproving any proposal by Borrower made in connection with this Loan Agreement.

Section 7.23 Waivers.

Any waiver by the City of any obligation or condition in this Loan Agreement must

be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Borrower or to pursue any remedy allowed under this Loan Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Loan Agreement shall not operate as a waiver or release from any of its obligations under this Loan Agreement. Consent by the City to any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 7.24 Title of Parts and Sections.

Any titles of the sections or subsections of this Loan Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Loan Agreement's provisions.

Section 7.25 Entire Understanding of the Parties.

This Loan Agreement constitutes the entire understanding and agreement of the Parties with respect to the Loan.

Section 7.26 Multiple Originals; Counterpart.

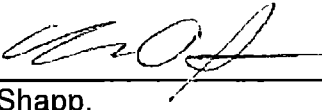
This Loan Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

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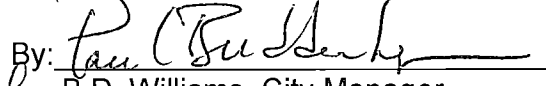
IN WITNESS WHEREOF, City and Borrower have executed this Loan Agreement through their duly authorized representatives as of the date above first written.

APPROVED AS TO FORM:

CITY:

By: 

Marc Shapp,
Deputy City Attorney

CITY OF BERKELEY, a California
charter city
By: 

B.D. Williams, City Manager

Date Signed: 7/19/22

BORROWER:

Golden Bear Homes, LP, a California
Limited Partnership

By: Bay Area Community Services
Housing Corp.
Its: Managing General Partner

Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner

Ali R. Kashani, Member

Date Signed: _____

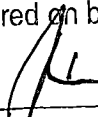
ATTEST:


Rose Thomsen, Deputy City Clerk

Registered:

Jenny Wong, City Auditor

Registered on behalf of the City Auditor:



Finance Department

IN WITNESS WHEREOF, City and Borrower have executed this Loan Agreement through their duly authorized representatives as of the date above first written.

APPROVED AS TO FORM:

By: _____
Brendan Darrow,
Acting Assistant City Attorney

CITY:

CITY OF BERKELEY, a California
charter city

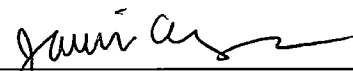
By: _____
B.D. Williams, City Manager

Date Signed: _____

BORROWER:

Golden Bear Homes, LP, a California
Limited Partnership

By: Bay Area Community Services
Housing Corp.
Its: Managing General Partner



Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner

Ali R. Kashani, Member

Date Signed: _____

ATTEST:

Rose Thomsen, Deputy City Clerk

Registered:

Jenny Wong, City Auditor

IN WITNESS WHEREOF, City and Borrower have executed this Loan Agreement through their duly authorized representatives as of the date above first written.

APPROVED AS TO FORM:

CITY:

CITY OF BERKELEY, a California charter city

By: _____
Brendan Darrow,
Acting Assistant City Attorney

By: _____
B.D. Williams, City Manager

Date Signed: _____

BORROWER:

Golden Bear Homes, LP, a California Limited Partnership

By: Bay Area Community Services Housing Corp.
Its: Managing General Partner

Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner



Ali R. Kashani, Member

Date Signed: 6/9/2022

ATTEST:

Rose Thomsen, Deputy City Clerk

Registered:

Jenny Wong, City Auditor

EXHIBIT A
Legal Description of Property

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

Beginning at a point on the Western line of San Pablo Avenue distant thereon Southerly 286.9 feet from the intersection thereof with the Southern line of Cedar Street (formerly Holyoke Street) as said avenue and street are shown on the map hereinafter referred to; said point also being the Southerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Westerly and parallel with said line of Cedar Street along said before mentioned Southerly line, 135 feet; thence Northerly parallel with said line of San Pablo Avenue 286.9 feet to the Southerly line of Cedar Street, said point also being the Northerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Easterly parallel with said line of Cedar Street and along said before mentioned Northerly line, 135 feet to the Westerly line of San Pablo Avenue; thence Southerly along said Westerly line of San Pablo Avenue to the point of beginning. Being a portion of Block "A" as said block is shown on the map entitled "Map of Tract "B" of the Berkeley L.T.I. Association", etc., filed February 4, 1876, Map Book 19, Page 79, Alameda County Records.

Commonly known as 1620 San Pablo Avenue, Berkeley, California

APN: 058-2128-003-01

EXHIBIT B
Approved Project Scope, Schedule, and Budget

I. Scope

The scope includes acquisition, ADA improvements to five ground-floor units, and addition of a 1,440 square foot modular building for services and a community kitchen.

II. Schedule

III. Approved Project Budget

See attached.

Schedule of Performance

Milestone Schedule	Date
Completion Date Capital funds must be fully expended	December 11, 2022
The Project's escrow must be closed, and the capital funds must be fully expended.	December 11, 2022
All Homekey-funded construction or rehabilitation must be completed.	April 11, 2023
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	December 11, 2022
A copy of Grantee's written nondiscrimination policy (in accordance with Exhibit D of the Standard Agreement) must be submitted to the Department.	December 11, 2022
A draft Regulatory Agreement or other use restriction must be submitted to the Department for review and approval.	December 11, 2022
A Department-approved Regulatory Agreement or other use restriction must be recorded against the Project real property as specified and described in the NOFA and the Standard Agreement.	April 11, 2023
Homekey-funded operating funds must be fully expended	June 30, 2026
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of the Standard Agreement

Golden Bear Homes
Summary of Sources/Uses

5-Jul-22

	BUDGET					
	Golden Bear Homes		Mt Mike's Pizza	Deferred DF		
	Homekey	Berkeley	Berkeley		Subtotal	Total
Acquisition	\$10,700,000	\$4,400,000	\$1,100,000		\$16,200,000	
Closing Costs	\$336,000		\$16,500		\$352,500	
TOTAL ACQUISITION						\$16,552,500
Rehab	\$1,120,000				\$1,120,000	
Furnishings	\$30,000				\$30,000	
Contingency	\$112,000				\$112,000	
TOTAL REHAB						\$1,262,000
Architect/Engineering	\$165,000				\$165,000	
TOTAL A&E					\$0	\$165,000
Legal	\$80,000				\$80,000	
TOTAL LEGAL					\$0	\$80,000
Operating Reserves	\$2,251,256	\$2,095,375			\$4,346,631	
Capital Reserves	\$462,000				\$462,000	
TOTAL RESERVES					\$0	\$4,808,631
Appraisal	\$15,000				\$15,000	
Phase I	\$3,000				\$3,000	
PNA	\$7,000				\$7,000	
Lease up	\$25,000				\$25,000	
Consultants	\$50,000				\$50,000	
Construction Mgmt	\$100,000				\$100,000	
Relocation Consultant	\$0				\$0	
Soft Contingency	\$97,000				\$97,000	
TOTAL SOFT COSTS					\$0	\$297,000
Developer Fee/Overhead	\$235,944	\$851,660		\$912,396	\$2,000,000	
TOTAL DF/OH						\$2,000,000
Full Occupancy Bonus	\$430,000				\$430,000	
TOTAL BONUS						\$430,000
GRAND TOTALS	\$16,219,200	\$7,347,035	\$1,116,500	\$912,396	\$25,595,131	\$25,595,131

EXHIBIT C
Project Conditions

The Borrower must comply with all of the requirements in the Homekey Standard Agreement in Exhibit G.

The project received a \$430,000 operating subsidy for completing at least 90% occupancy within 8 months of receiving the Homekey award letter. The Borrower is responsible for meeting this timeline, and will make commercially reasonable efforts to meet its goal of achieving 90% occupancy within 8 months of the Homekey award date of March 28, 2022. However, should this goal not be achieved due to reasons outside Borrower's control, such as delays in securing building permits, or supply chain challenges, or County Coordinated Entry System inefficiencies, the City will support the Borrower in establishing the facts for the State Homekey review so as to prevent the loss of the \$430,000 bonus awarded by the State, and prevent the application of negative points from the State to Borrower or its affiliates and constituents.

EXHIBIT D
Resolution Approving the Funding Reservation

RESOLUTION NO. 70,136-N.S.

APPROVAL OF THE FUNDING RESERVATION FOR THE GOLDEN BEAR INN
HOMEKEY PROJECT

WHEREAS, and the City of Berkeley ("City") is interested in partnering with a qualified housing developer to create permanent supportive housing for residents who are experiencing homelessness or at risk of homelessness; and

WHEREAS, in July 2020, the State of California Housing and Community Development Department ("HCD") created the State Homekey Program and issued its first Notice of Funding Availability ("NOFA") to fund the conversion of existing residential buildings, such as hotels, motels, other residential buildings and non-residential structures, to permanent supportive housing for residents who are homeless or at risk of being homeless and have been impacted by COVID-19; and

WHEREAS, in anticipation of HCD issuing a second Homekey NOFA, the City issued a Request for Qualifications ("RFQ") on May 11, 2021, to solicit interest from developers with experience in acquisition, rehabilitation, operating and/or management of affordable housing and provision of resident and supportive services; and

WHEREAS, through the RFQ the City developed a list of eligible organizations; and

WHEREAS, on June 29, 2021, Council authorized issuing a Homekey Request for Proposals (RFP), and approved the use of HOME-ARP and general funds from Measure P for a future Homekey project; and

WHEREAS, HCD issued its second Homekey NOFA on September 9, 2021; and

WHEREAS, on October 5, 2021, the City issued an RFP to solicit proposals for Homekey-eligible projects from the organizations pre-qualified through the RFQ, and subsequently received one proposal; and

WHEREAS, Bay Area Community Services (BACS) and Memar Properties, Inc. (Memar) requested City funds to support the conversion of the Golden Bear Inn to permanent supportive housing.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council approves \$8,463,535 in funding reservations for the Golden Bear Inn Homekey project from a mix of some or all of the following sources: HOME-ARP, general funds received pursuant to Measure P, and the City's Permanent Local Housing Allocation. The project would include a preference for homeless individuals in Berkeley to the extent allowable under the coordinated entry system and all other applicable laws and regulations.

BE IT FURTHER RESOLVED that funds shall be reserved for a period of no more than 12 months from the date of this Resolution, contingent on the development team obtaining all required land use approvals and securing commitments for project funding that the City Manager or her designee deems sufficient within the reservation period.

BE IT FURTHER RESOLVED that all funding reservations are conditioned upon the completion of the environmental review process, except as authorized by 24 CFR, Part 58, and that should HOME funds constitute a portion of the funding for any project, a final commitment of HOME funds shall occur only upon the satisfactory completion of the appropriate level of environmental review and also upon the receipt of approval of the request for release of funds and related certification from the U.S. Department of Housing and Urban Development, when applicable. The funding reservation for any of the HOME funded projects is conditioned upon the City of Berkeley's determination to proceed with, modify, or cancel the project based on the results of subsequent environmental review under the National Environmental Policy Act.

BE IT FURTHER RESOLVED that the making of each loan shall be contingent on and subject to such other appropriate terms and conditions as the City Manager or her designee may establish.

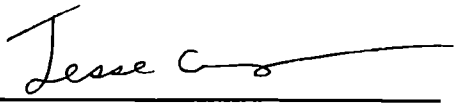
BE IT FURTHER RESOLVED the City Manager, or her designee, is hereby authorized to execute all original or amended documents or agreements to effectuate this action; a signed copy of said documents, agreements and any amendments will be kept on file in the Office of City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on December 14, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest:



Mark Numainville, City Clerk

EXHIBIT E
Form of First Source Hiring Agreement

CITY OF BERKELEY
FIRST SOURCE AGREEMENT – DEVELOPMENT

I certify that:

- I I am authorized to enter into this agreement on behalf of the company whose name appears below ("Developer").
- II Developer understands and agrees to comply with the First Source Program as described in Berkeley Municipal Code Section 13.26.080 and Resolution No. 61,074 N.S.
- III Developer understands that agreement with Berkeley Municipal Code Section 13.26.080 and Resolution No. 61,074 N.S. means that Developer agrees as follows:
 - A. To utilize the City of Berkeley's First Source Program as the first place utilized for recruitment and referral of applicants for new and replacement employment.
 - B. To allow the City First Source Program a minimum of three days to refer applicants to Developer. (Developer may apply to the City for a waiver of the three-day requirement for an emergency situation.)
 - C. To interview and consider qualified applicants referred by the First Source Program before interviewing others.
 - D. That the Developer has the sole discretion to make all final hiring decisions.
- IV Developer also agrees:
 - A. To ensure that workers employed through this Agreement are treated in a manner that is equal to all other employees.
 - B. To ensure that job specifications/requirements accurately reflect job functions.
 - C. To designate a qualified representative of the Developer and each Subcontractor who will be the responsible party for implementation and compliance with the goals, objectives and responsibilities specified in this agreement. Developer will inform the City of the designated representative(s) at the Non-Discrimination Conference.
 - E. To provide to the City, upon request, information on the employment status of First Source placements, and reason for separation if employee is terminated.

The above First Source Agreement provisions shall apply for the duration of covered contracts. Covered contracts are all development projects over 7,500 square feet and any new businesses located in such developments.

I declare the foregoing to be true and correct under penalty of perjury.

Signed: Jamie Chen Date: 7/6/2022

Title: CEO

Company: BALS

Jenny agent Date: 7/11/2022
Project Manager

EXHIBIT F
Prevailing Wage Resolution No. 54-533 N.S.

RESOLUTION NO. 54,533-N.S.

Resolution No. 54,533-N.S.
Amended
by Resolution No. 63,761-N.S.
June 26, 2007

ADOPTING LABOR BILL OF RIGHTS AS A STATEMENT OF CITY OF BERKELEY POLICY.

WHEREAS, effective February 6, 1986, the Berkeley City Council established the Commission on Labor, specifying among its functions preparation and submission of a policy document for endorsement by the City Council; and

WHEREAS, on October 25, 1988, the Commission on Labor submitted a draft policy statement, The Labor Bill of Rights, consisting of nine chapters of proposed City policy on the following subjects: job creation and retention, labor education, disabled workers, child care, prevailing wages, strikes and boycotts, police conduct in management-labor disputes, drug testing, and plant closures; and

WHEREAS, on October 25, 1988, the City Council held a public hearing on the proposed Labor Bill of Rights, and upon receiving public testimony, adopted the proposed statement with certain modifications.

NOW, THEREFORE, Be it Resolved by the Council of the City of Berkeley that the following is hereby adopted as a Statement of City Policy:

Chapter 1--Job Creation and Retention

It is City of Berkeley policy to promote full employment for Berkeley residents; to promote local investment and ownership of property and business by workers and Berkeley residents; to encourage union participation in the social and political processes that will determine its future; and to support creation and retention of high quality jobs for residents.

Chapter 2--Labor Education

The City shall encourage the Berkeley Unified School District to establish a Labor Education Curriculum to be used in the Berkeley school system, including source material program design and program funding. The Curriculum should include labor history, labor literature and music, labor laws, and current events in management labor relations.

Chapter 3--Disability

Approximately 8-10% of Berkeley residents are disabled. The Commission on Disability has testified that employment and under-employment are serious problems

faced by the disabled community of our city. Only one-third of disabled residents are employed in paid jobs, part-time or full-time. It shall be the policy of the City of Berkeley that the disabled will have equal opportunities in hiring and promotion, and that the City shall take any steps necessary where lawful and feasible with the City's resources, to prevent employment discrimination based on disability. It is the policy of the City of Berkeley, where lawful and feasible, to support development of a comprehensive plan for increasing job prospects for the disabled, drawing on the assistance of the Labor Commission, the Commission on Disability, and other appropriate public and community agencies. Objectives of such a comprehensive plan should include assistance to employers in making worksites accessible and barrier-free for disabled workers and consumers, as well as increasing the availability of supplementary services such as transportation and attendant care which makes employment more feasible. The City supports recent changes in SSI regulations which make it possible for disabled people to seek employment without risking forfeiting their SSI benefits or Medi-Cal coverage, and will seek to work within these regulations to maximize employment of the disabled citizens of Berkeley.

Chapter 5--Prevailing Wages on Construction Jobs

Prevailing wages and benefits must be paid to all employees on any construction project, including new construction and repair of any building, if such projects involve any City money or any contracts with the City, or if the project is financed by public bonds. This statement of policy concurs with the City of Oakland Port and Redevelopment Agency Prevailing Wage Ordinance, adopted in 1986. It complements existing City of Berkeley policy which calls for affirmative action provisions of 40% women and minority hiring as well as preferential hiring of Berkeley residents.

Chapter 6--Strikes and Boycotts

The City of Berkeley shall, where lawful, boycott all businesses and products, and refuse to sign contracts with or use the products or services of any employer involved in an officially sanctioned management labor dispute or which appears on the AFL-CIO "Do Not Patronize" list, and shall encourage the City's citizens and employees to observe and support such boycotts.

Chapter 7--Conduct of Police in Management Labor Disputes

The Berkeley Police Department and all its officers must remain neutral in any strike, management labor dispute, picketing, and demonstration. City Police shall continue the present practice of not being used by management to break strikes by interfering with lawful picketing, or by physically attacking, harassing or intimidating strikers engaged in legally protected activity. Police shall not be used by management as private security guards to escort strikebreakers across picket lines. Police shall be called to a site only to monitor such situations in which public safety is threatened. Police shall not be used by management to enforce temporary restraining orders, injunctions, or other court orders against picketing or limiting the scope of picketing, as such court orders are civil rather than criminal in nature

and it is appropriate for the employer to return to civil court to seek redress. This policy is modeled after City of Oakland Police Department Regulations now in effect, see Police Manual III, Chapter L.

Chapter 8--Drug Testing

Drug testing of employees shall be prohibited, where lawful, within the City limits, as this mandatory testing presupposes an employee's guilt until proven innocent, and violates an employee's constitutionally guaranteed right to privacy. This ban includes drug screening as a condition for employment as well as any type of random drug screening at the discretion of the employer or supervisor.

Chapter 9--Plant Closures Guidelines

Unannounced plant closure or closing on short notice have worked a severe hardship on working people throughout the nation. It is the policy of the City of Berkeley that when lawful and feasible, employers must be required to notify the city, the affected employees and employee organization or union of decisions or plans to relocate, close or substantially reduce operations at least twelve months prior to anticipated date of closing, relocation or reduction in operations. The employer should be required to file a report with the City, justifying the loss of these jobs and stating how much tax revenue will be lost as a result of such closures. The employer should be required to meet with City officials or staff, as well as with any affected employees, their union or organization, to discuss alternatives to avoid such job loss -- such as modernization, changes in product line, etc.

FURTHER RESOLVED, that proposed Chapter 4, Child Care, is hereby referred back to the Commission on Labor for consideration of a revised statement based on comments received at the public hearing, and that upon return of recommendation to Council this resolution shall be amended to include Chapter 4.

Copies sent 11/23/88

To: Economic Development
All Boards and Commissions
All Departments

RESOLUTION

No. 54,533 N.S.

Dated October 25, 1988

Adopted by the Council of the City of Berkeley by the following vote:

Ayes: Councilmembers Chandler, Dean, Jelinek, Shirek, Skinner, Wainwright
and President Hancock.

Noes: Councilmembers Goldfarb and Weekes.

Abstaining: None.

Absent: None.

Loni Hancock
Mayor and President of the Council

Attest Marie McKechnie
City Clerk and Clerk of the Council

EXHIBIT G
Homekey Standard Agreement

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



05/25/2022

Dee Williams-Ridley,
City Manager
City of Berkeley
2180 Milvia Street
Berkeley, CA 94709

Jamie Almanza, Executive Director
Bay Area Community Services
1814 Franklin Street, Fourth Floor
Oakland, CA 94612

Ali Kashani, President & CEO
Memar Properties, Inc.
2625 Alcatraz Avenue, #501
Berkeley, CA 94705

Re: **Contract 21-HK-17195, Golden Bear Inn**

Dear Margot Ernst, Jamie Almanza and Ali Kashani:

Attached is an electronic copy of the Homekey Program (HK) Standard Agreement 21-HK-17195 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 – Homekey General Terms and Conditions

Exhibit E – Project Specific Provisions and Special Terms and Conditions Interim, Permanent, or Interim Housing-to-Permanent Housing

For expeditious handling of the contract, please adhere to the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title, and date** on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

B. The Department now offers two options for returning signed STD 213; please review and complete one of the following options:

1. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.
2. **Option Two:** Print one copy of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page. The hardcopy must be an original signature; do not return the Exhibits to HCD.
3. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
4. Return the e-signed copy or the signed hardcopy of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

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

5. Maintain a complete electronic version of the STD 213 and Exhibits for your pending file. **Note:** **The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

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 Merritt Beckett, Homekey Program Manager, Program, Design & Implementation Branch, at (916) 776-7788 or Merritt.Beckett@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Diana Malimon

Contracts Analyst

Enclosures

cc: Contracts Office, Contract Manager
Contract Representative

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-HK-17195

F FUNDING AUTHORITY NUMBER (if applicable)

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

City of Berkeley, Bay Area Community Services, and Memar Properties, Inc

2 The term of this Agreement is.

START DATE

Upon HCD Approval

THROUGH END DATE

fifteen (15) Years from Effective Date

3 The maximum amount of this Agreement is

\$16,187,200.00

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	Homekey General Terms and Conditions	15
Exhibit E	Project-Specific Provisions and Special Terms and Conditions	8
TOTAL NUMBER OF PAGES ATTACHED		35

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/Resources>

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.)

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

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 06/12/1981)

CONTRACTOR

City of Berkeley

a California municipal corporation

By: _____ Date: _____

Dee Williams-Ridley
City Manager

Address:

2180 Milvia Street
Berkeley, CA 94704

Bay Area Community Services

a California public benefit corporation

By: _____ Date: _____

Jamie Almanza
CEO of BACS

Address:

390 40th Street
Oakland, CA 94609

Memar Properties, Inc

a California Corporation

By: _____ Date: _____

Ali Kashani
CEO

Address:

2625 Alcatraz Avenue, #501
Berkeley, CA 94705

Prep Date: 04/11/2022

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

California Assembly Bill No. 140 (Chapter 111, Statutes of 2021) (“**AB 140**”) added sections 50675.1.3 and 50675.1.4 to the Multifamily Housing Program (“**MHP**”) (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code). Health and Safety Code section 50675.1.3 provides the statutory basis for the Homekey Program – Round 2 (“**Homekey**” or “**Program**”). Health and Safety Code section 50675.1, subdivision (d) authorizes the Department of Housing and Community Development (“**Department**” or “**HCD**”) to administer MHP.

The Department issued a Homekey Program Notice of Funding Availability, Round 2 on September 9, 2021, which was subsequently amended on January 14, 2022 (the “**NOFA**”). The NOFA incorporates by reference the MHP, as well as the Multifamily Housing Program Final Guidelines, dated June 19, 2019 (“**MHP Guidelines**”), both as amended and in effect from time to time. Homekey grant funds are derived primarily from the state’s direct allocation of the federal Coronavirus State Fiscal Recovery Fund (“**CSFRF**”), which was established by the American Rescue Plan Act of 2021 (“**ARPA**”) (Pub.L. No. 117-2). Homekey funds are also derived from the State of California’s General Fund.

This STD 213, Standard Agreement (“**Agreement**”) is entered under the authority and in furtherance of the Program. This Agreement is the result of an Application by the Grantee, as defined below, for funding under the Program (the “**Grant**”). As such, this Agreement shall be executed by the Grantee. Where the Grantee comprises a Public Entity or Tribal Entity, as defined below, and one or more additional entities, all entities shall execute the Agreement.

This Agreement hereby incorporates by reference the Application, as well as the project report prepared by the Department in reliance on the representations and descriptions included in that Application. This Agreement is governed by the following (collectively, the “**Program Requirements**”), and each of the following, as amended and in effect from time to time, is incorporated hereto as if set forth in full herein:

- A. AB 140;
- B. The above-referenced MHP statutory scheme;
- C. The NOFA;

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- D. The MHP Guidelines;
- E. ARPA and related federal guidance;
- F. The award letter issued by the Department to the Grantee; and
- G. All other applicable law.

2. Purpose

The Homekey Program is intended to provide housing for individuals and families who are homeless or who are at risk of homelessness, as defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases (“**Target Population**”).

Grantee applied to the Department for the Grant in order to conduct one or more of the activities outlined in Paragraph 4 below. By entering into this Agreement and thereby accepting the award of Program Grant funds, the Grantee agrees to comply with the Program Requirements and the terms and conditions of this Agreement.

3. Definitions

Any capitalized terms that are not defined below shall have the definitions set forth in the NOFA, the MHP statutes, and the MHP Guidelines. In the event of any conflict, the definitions in this Agreement and the NOFA are controlling.

- A. “**AMI**” means Area Median Income.
- B. “**Application**” means the application for Grant funds that was submitted in response to the Department’s NOFA.
- C. “**Assisted Unit**” means a Homekey-funded residential dwelling unit that is subject to rent, income, occupancy, and other restrictions in accordance with Program Requirements. See also “**Youth Assisted Unit**.”
- D. “**Chronically Homeless**” is defined in accordance with Part 578.3 of Title 24 of the Code of Federal Regulations.
- E. “**Co-Applicant**” means the nonprofit corporation, for-profit corporation, limited liability company, and/or limited partnership that applied for an award of Homekey Grant funds with the Eligible Applicant (i.e., a Public Entity or Tribal Entity).

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- F. **“Designated Payee”** means the Co-Grantee that will serve as the payee of the Program Grant funds. If applicable, the Designated Payee is identified at Exhibit E of this Agreement.
- G. **“Eligible Applicant”** means the Public Entity or Tribal Entity that applied for an award of Homekey Grant funds.
- H. **“Eligible Uses”** means the activities that may be funded by the Homekey Program Grant. Those activities are listed at Paragraph 4 of this Agreement, and at Health and Safety Code section 50675.1.3, subdivision (a).
- I. **“Expenditure Deadline for Capital Funds”** means the date by which the capital expenditure award must be fully expended. This deadline is eight (8) months from the date of the Grantee’s award unless the Department has approved an alternate arrangement in advance and in writing.
- J. **“Expenditure Deadline for Operating Funds”** means the date by which the operating subsidy award must be fully expended. This deadline is **June 30, 2026**.
- K. **“Grantee”** means the Eligible Applicant (and, if applicable, the Co-Applicant) that has been awarded funds under the Program, and that will be held responsible for compliance with and performance of all Program Requirements. The Grantee may comprise one or more entities, so long as the Grantee structure includes an “Eligible Applicant,” as defined in the NOFA and as set forth above. “Grantee” refers, both individually and collectively, to the Co-Applicant and/or the Eligible Applicant that received a Homekey Grant after submitting an Application or a joint Application to the Department. When the Grantee comprises two or more entities, each entity may be referred to as a **“Co-Grantee.”** On the STD 213 portion of this Agreement, the Grantee is identified as the Contractor.
- L. **“Homeless Youth”** means a child, youth, or current or former foster youth through the age of 25 who qualifies as “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.
- M. **“Homeless Youth Project”** means a Project that was prioritized to receive set-aside Homekey funds because (i) at least 25 percent of its Assisted Units will be restricted to Homeless Youth or Youth at Risk of Homelessness; (ii) the Grantee jointly applied and/or partnered with a nonprofit corporation with experience serving the foregoing subpopulation; and (iii) the Project is in reasonable proximity to youth-centered amenities, such as community colleges, universities, trade schools, apprenticeship programs, employment programs, childcare centers for parenting youth, and

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community centers for youth. Alternatively, “**Homeless Youth Project**” means a Project that was prioritized to receive set-aside Homekey funds because it will provide Supportive Services for Youth Assisted Units using a Positive Youth Development (PYD) model and trauma-informed care.

- N. “**Interim Housing**” or “**Transitional Housing**” means any facility that is primarily intended to provide temporary shelter or lodging for the Target Population, and which does not require occupants to sign leases or occupancy agreements, or to pay any rent, fees, or charges.
- O. “**Local Public Entity**” is defined at Health and Safety Code section 50079, and means any county, city, city and county, the duly constituted governing body of an Indian reservation or rancheria, tribally designated housing entity as defined in Section 4103 of Title 25 of the United States Code and Section 50104.6.5, redevelopment agency organized pursuant to Part 1 (commencing with Section 33000) of Division 24, or housing authority organized pursuant to Part 2 (commencing with Section 34200) of Division 24, and also includes any state agency, public district, or other political subdivision of the state, and any instrumentality thereof, that is authorized to engage in or assist in the development or operation of housing for persons and families of low or moderate income. In addition, and in accord with this Health and Safety Code definition, the term “**Local Public Entity**” also includes two or more local public entities acting jointly.
- P. “**Performance Milestones**” means the indicators and metrics of progress and performance that are identified as such at Exhibit E of this Agreement. Grantee’s failure to satisfy any one of the Performance Milestones will constitute a breach of this Agreement and will entitle the Department to exercise any and all available remedies, including the recapture of disbursed Grant funds and the cancellation of this Agreement.
- Q. “**Permanent Housing**” means housing, dwellings, or other living accommodations where the landlord does not limit the tenant’s length of tenancy, the landlord does not restrict the tenant’s movements, and the tenant has a lease and is subject to the rights and responsibilities of tenancy.
- R. “**Program Requirements**” means the legal authority and Program materials listed at Paragraph 1.A – G, above.
- S. “**Project**” means a structure or set of structures with common financing, ownership, and management and which provides Permanent Housing, Interim Housing, or Transitional Housing for the Target Population.

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- T. **“Public Entity”** is defined in accordance with Health and Safety Code section 50675.1.3, subdivision (a), and means a city, a county, a city and county, and any other state, regional, or Local Public Entity, including any council of government, metropolitan planning organization, and regional transportation planning agency designated in Section 29532.1 of the Government Code. For purposes of this Agreement, a **“Local Public Entity”** is defined in accordance with Health and Safety Code section 50079 and as set forth above.
- U. **“Scope of Work”** or **“Work”** means the work to be performed by the Grantee to accomplish the Program purpose.
- V. **“Supportive Services”** means social, health, educational, income support, employment, and housing stability services and benefits; coordination of community building and educational activities; individualized needs assessment and case management; and individualized assistance with obtaining services and benefits.
- W. **“Target Population”** means individuals and families who are “homeless” or “at risk of homelessness,” as those terms are defined in Part 578.3 of Title 24 of the Code of Federal Regulations, and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID-19 pandemic or other communicable diseases.
- X. **“TCAC”** means the California Tax Credit Allocation Committee.
- Y. **“Tribal Entity”** means an entity that meets any of the following criteria:
- i. Meets the definition of Indian tribe under section 4103(13)(B) of title 25 of the United States Code;
 - ii. Meets the definition of Tribally Designated Housing Entity under section 4103(22) of title 25 of the United States Code;
 - iii. Is not a federally recognized tribe, but is either:
 - I. Listed in the petitioner list of the Office of Federal Acknowledgment (OFA) within the Office of the Assistant Secretary – Indian Affairs of the Department of the Interior pursuant to Part 82.1 of Title 25 of the Code of Federal Regulations; or
 - II. Is an Indian tribe located in the State of California and identified on the contact list maintained by the Native American Heritage Commission for the purpose of consultation pursuant to Government Code section 65352.3.
- Z. **“Youth Assisted Unit”** means an Assisted Unit serving Homeless Youth or Youth at Risk of Homelessness. See also **“Assisted Unit.”**

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AA. “Youth at Risk of Homelessness” means a child, youth, or current or former foster youth through the age of 25 who qualifies as “at risk of homelessness” or “homeless” under any of the relevant definitions set forth or identified at Part 578.3 of Title 24 of the Code of Federal Regulations.

4. Eligible Uses

Grantee shall apply the Program Grant funds to one or more of the following uses. All costs in connection with such Eligible Uses must be incurred on or after March 3, 2021, by the Expenditure Deadline for Capital Funds, and by the Expenditure Deadline for Operating Funds, respectively and as applicable. Grantee’s use of the funds and scope of work (“**Scope of Work**” or “**Work**”) are specified at Exhibit E of this Agreement.

- A. Acquisition or rehabilitation, or acquisition and rehabilitation, of motels, hotels, hostels, or other sites and assets, including apartments or homes, adult residential facilities, residential care facilities for the elderly, manufactured housing, commercial properties, and other buildings with existing uses that could be converted to permanent or interim housing.
- B. Master leasing of properties for non-congregate housing.
- C. Conversion of units from nonresidential to residential.
- D. New construction of dwelling units.
- E. The purchase of affordability covenants and restrictions for units.
- F. Relocation costs for individuals who are being displaced as a result of the Homekey Project.
- G. Capitalized operating subsidies for units purchased, converted, or altered with Homekey Grant funds provided pursuant to Health and Safety Code section 50675.1.3.

5. Rent Standards

Permanent Housing. Rent limits for initial occupancy, and for each subsequent occupancy, of an Assisted Unit shall not exceed 30 percent of that Assisted Unit’s designated income-eligibility level.

EXHIBIT A

Interim Housing, Transitional Housing. No rent shall be charged to the Target Population residents of Interim Housing or Transitional Housing.

6. Program Deadlines

For Projects that involve acquisition, the Grantee shall expend any capital expenditure award and the Project escrow must be closed by the Expenditure Deadline for Capital Funds.

For Projects that involve construction and/or rehabilitation, the Grantee shall expend any capital expenditure award by the Expenditure Deadline for Capital Funds, and complete any construction or rehabilitation activities within twelve (12) months of the date of the award.

All acquisition-only Projects shall achieve full occupancy of the Assisted Units within ninety (90) calendar days of the Expenditure Deadline for Capital Funds. Otherwise, Projects shall achieve full occupancy of the Assisted Units within ninety (90) calendar days of construction and/or rehabilitation completion. For purposes of this paragraph, "full occupancy" means fully occupied with consideration for an average 10 percent vacancy rate at any given time.

Projects that received a bonus award for expedited occupancy shall achieve full occupancy within eight (8) months of the date of the award. For purposes of this paragraph, "full occupancy" means fully occupied with consideration for an average 10 percent vacancy rate at any given time. No bonus award shall be granted for expedited occupancy if the Grantee requests and the Department approves an extension for full occupancy.

Grantee may ask the Department for an extension to complete construction and/or rehabilitation, where the Grantee clearly demonstrates that the extension is due to circumstances or conditions beyond the Grantee's control, and that granting the extension will enable the construction and/or rehabilitation to be completed and full occupancy of the Assisted Units to be achieved. Where the Department grants an extension for completion of construction and/or rehabilitation, the Expenditure Deadline for Capital Funds and the deadline for full occupancy of the Assisted Units may also be extended within the constraints of applicable law.

Grantee shall expend any Homekey-funded operating subsidy award by the Expenditure Deadline for Operating Funds.

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7. Performance Milestones

Grantee shall complete each of the Performance Milestones set forth at Exhibit E of this Agreement by the date designated for such completion therein (each, a “**Milestone Completion Date**”). The Performance Milestones shall include, but not be limited to, any applicable Expenditure Deadline for Capital Funds, Expenditure Deadline for Operating Funds, occupancy deadline, or expedited occupancy deadline.

Grantee may apply to the Department for an extension of any such Milestone Completion Date. Approval of any such extension request shall be in the Department’s reasonable discretion. In no event will the Department approve an extension request in the absence of Grantee’s demonstration of good cause for said extension, along with Grantee’s reasonable assurances that the extension will not result in Grantee’s failure to meet other Performance Milestones or any Expenditure Deadline under this Agreement.

8. Reporting Requirements

Grantee shall submit an annual Homekey Program and Expenditure Report, and comply with all additional reporting requirements, as set forth and specified at Section 601 of the NOFA, all in accordance with the Milestone Completion Date(s) set forth at Exhibit E of this Agreement.

After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department.

Upon the Department’s request and as specified, the Grantee shall provide progress reports in connection with the development plan and any updates to the timeline for completion of the Project. The development plan should include the Project’s completion milestones and any updates or substantial changes.

In addition, the Grantee shall submit to the Department such periodic reports, updates, and information as deemed necessary by the Department to monitor compliance and/or perform Program evaluation. Any requested data or information shall be submitted in electronic format on a form provided by the Department.

Grantee shall, at the request of the Department, report back on any racial equity strategies described in the Homekey Application.

9. Department Contract Coordinator

The Department’s Contract Coordinator for this Agreement is the Deputy Director of the Division of State Financial Assistance, or the Deputy Director’s designee. Unless
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otherwise informed, Grantee shall mail any notice, report, or other communication required under this Agreement by First-Class Mail to the Department Contract Coordinator at the following address or email to Homekey2SGM@hcd.ca.gov:

California Department of Housing and Community Development
Attention: Homekey Program – Round 2 (Homekey)
State Grant Management Section
2020 West El Camino Avenue, Suite 400, 95833
P. O. Box 952050
Sacramento, CA 94252-2050

10. Grantee Contract Coordinator

The Grantee Contract Coordinator for this Agreement may coordinate with the State Grant Management Section Manager for the Homekey Program. Unless otherwise informed, the Department shall mail any notice, report, or other communication required under this Agreement by First-Class Mail, or through a commercial courier, to the Grantee Contract Coordinator at the address specified at Exhibit E of this Agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

Grantee has been awarded the Grant amount set forth in this Agreement.

2. Conditions of Disbursement

The Department will disburse the full amount of the Grant award to the Grantee after this Agreement has been fully executed and after the Department receives the Grantee's request for funds, with all required supporting documents appended thereto. The Grantee shall append the following supporting documents to the request for funds, all in form and substance acceptable to the Department:

- A. Payee Data Record (STD 204) or Government Agency Taxpayer ID Form, as applicable;
- B. An authorizing resolution or set of authorizing resolutions that, in the Department's reasonable determination, materially comports with the Program Requirements (if the Grantee has not already submitted same);
- C. Documentary evidence of any eligible costs incurred on or after March 3, 2021 and before the execution of this Agreement;
- D. Certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law;
- E. A copy of the Department-approved relocation plan for the Project, or a copy of a Department-issued Certification Regarding Non-Application of Relocation Benefits and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department;
- F. Evidence of the insurance coverages required under the Program and/or a written acknowledgment of self-insured status;
- G. Documentary evidence of capacity to provide operating funds for the Project for at least five (5) years;
- H. A current title report (dated within 15 days of the request for funds); or for tribal trust land, a title status report ("TSR") or an attorney's opinion regarding chain of title and current title status;

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Any forms, certifications, or documentation required pursuant to Paragraph 5–
Additional Conditions Precedent to Disbursement of Exhibit E of this Agreement; and

- I. Any other forms, certifications, or documentation deemed necessary by the Department prior to disbursement of Grant funds.

3. Performance

After disbursement of the funds, the Grantee shall meet each Performance Milestone set forth at Exhibit E by the relevant Milestone Completion Date. After satisfaction of each Performance Milestone, the Grantee shall promptly report its progress, in writing, to the Department. Grantee may apply to the Department for an extension of any Milestone Completion Date based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Performance Milestones.

FAILURE TO SATISFY ANY ONE OF THE PERFORMANCE MILESTONES WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLES THE DEPARTMENT TO MANDATE THE GRANTEE TO RETURN TO THE DEPARTMENT ANY FUNDS DISBURSED; IN ANY SUCH INSTANCE, THE DEPARTMENT MAY ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO GRANTEE.

4. Fiscal Administration

- A. Grantee shall either deposit the Grant funds with an escrow company licensed to do business in the State of California and in good standing, or deposit the 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.
- B. Any capital expenditure award funds that have not been expended by the Expenditure Deadline for Capital Funds must be returned to the Department with accrued interest. Any operating subsidy award funds that have not been expended by the Expenditure Deadline for Operating Funds must be returned to the Department 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 applicable Expenditure Deadline.

EXHIBIT B

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

5. Duplication of Benefit

Homekey funding is not required to be used as funding of last resort. However, Grantee may not use Homekey funding to cover expenditures that have already been funded through other sources. Expenses that have been or will be reimbursed under any federal program are not eligible uses of Homekey funding.

EXHIBIT D

HOMEKEY GENERAL TERMS AND CONDITIONS

1. Effective Date, Term of Agreement, Timing, and Deadlines

- A. This Agreement, when fully executed by the Department and the Grantee, is effective upon the date of the Department representative's signature on the STD 213, Standard Agreement (such date, the "**Effective Date**").
- B. This Agreement shall terminate fifteen (15) years after the Effective Date, as stated in Paragraph 2 of the STD 213, Standard Agreement (such date, the "**Expiration Date**").
- C. Grantee will receive the disbursement of Program funds after satisfying all conditions precedent to such disbursement, as set forth under Paragraph 2 of Exhibit B and, as necessary and applicable, under Paragraph 5 – Additional Conditions Precedent to Disbursement of Exhibit E.
- D. Any expenses incurred prior to March 3, 2021, after the Expenditure Deadline for Capital Funds, or after the Expenditure Deadline for Operating Funds, respectively and as applicable, are not eligible for payment under the Program, unless an alternate arrangement is legally permissible and has been approved by the Department in advance and in writing.
- E. Grant funds that have not been expended by the applicable Expenditure Deadlines shall revert to the Department in the absence of an alternate arrangement that has been approved by the Department in advance and in writing.

2. Termination for Cause

The Department may terminate this Agreement for cause at any time by giving at least fourteen (14) calendar days' advance written notice to the Grantee. Upon such termination, Grantee shall return any unexpended funds to the Department within thirty (30) calendar days of the date on the Department's written notice of termination, unless the Department has approved an alternate arrangement in advance and in writing, as provided below. Such termination will not limit any other remedies that may be available to the Department under this Agreement, at law, or in equity.

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Cause shall consist of Grantee's breach of, or failure to satisfy, any of the terms or conditions of this Agreement. Cause includes but is not limited to the following:

- A. Grantee's failure to satisfy the conditions precedent to disbursement or to expend Program Grant funds, as specified.
- B. Grantee's failure to timely satisfy each or any of the conditions set forth in these Homekey General Terms and Conditions, the Project-Specific Provisions and Special Terms and Conditions set forth at Exhibit E of this Agreement (including any one of the Performance Milestones), or the award letter.
- C. Grantee's violation of any of the Program Requirements.
- D. The Department's determination of the following:
 - 1) Any material fact or representation, made or furnished to the Department by the Grantee in connection with the Application or the award letter, shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue or misleading; or
 - 2) Grantee has concealed any material fact from the Department related to the Application or the Project.
- E. The Department's determination that the objectives and requirements of the Homekey Program cannot be met in accordance with applicable timeframes, as memorialized by this Agreement.

In the event of this or any other breach, violation, or default by the Grantee, the Department may give written notice to the Grantee to cure the breach, violation, or default. If the breach, violation, or default is not cured to the Department's satisfaction within a reasonable time, as determined by the Department in its sole and absolute discretion, then the Department may declare a default under this Agreement and seek any and all remedies that are available under this Agreement, at law, or in equity.

3. Cancellation

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of

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congressional appropriation of funds to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government for fiscal years 2021-2022 through 2025-2026 for CSFRF purposes. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the CSFRF, this Agreement shall be amended to reflect any subsequent reduction in CSFRF funds.
- D. The Department may cancel this Agreement, in whole or in part, if (i) sufficient funds are not made available by the United States Government; (ii) Congress enacts any restrictions, limitations, or conditions that impact this Agreement or the funding of this Agreement; or (iii) cancellation is otherwise permitted under state contracting law.
- E. To cancel this Agreement pursuant to this paragraph, the Department shall give thirty (30) calendar days' advance written notice to the Grantee. The Locality shall return any undisbursed portion of its Grant award to the Department within thirty (30) calendar days from the date on the Department's written notice of cancellation, unless (i) the parties have agreed upon an alternate arrangement in advance and in writing; or (ii) an alternate arrangement is necessary for one or both parties to remain in compliance with ARPA or other applicable law.

4. Eligible Activities

Grant funds awarded to the Grantee shall be applied to the eligible uses set forth at Exhibit A and described in greater detail at Exhibit E. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee.

5. Performance Milestones

Grantee shall timely satisfy and complete all Performance Milestones, as identified at Exhibit E of this Agreement.

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6. Article XXXIV

Per Health and Safety Code section 37001, subdivision (h)(2), article XXXIV, section 1 of the California Constitution (“**Article XXXIV**”) is not applicable to development that consists of the acquisition, rehabilitation, reconstruction, alterations work, new construction, or any combination thereof, of lodging facilities or dwelling units using moneys received from CSFRF established by ARPA. As such, Article XXXIV is not applicable to Homekey-funded development, construction, or acquisition.

7. Appraisals

Grantee shall, at the request of the Department, provide an appraisal of any real property or any interest in real property that is acquired with the Grant funds. Any such appraisal shall be prepared in a form, and by a qualified appraiser, acceptable to the Department.

8. Compliance with Prevailing Wage Law

Grantee’s Project is subject to state and federal prevailing wage law. Grantee is urged to seek professional legal advice about prevailing wage law requirements and Grantee’s potential obligations thereunder. Prior to disbursing the Grant funds, the Department will require a certification of compliance with California’s prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid if such payment is required by law, and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by Grantee and its general contractor(s).

9. Environmental Conditions

Grantee shall provide a Phase I Environmental Site Assessment (“**ESA**”) for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide the Department with a Phase II report and any additional reports as required by the Department and in a form acceptable to the Department. Any remediation work shall be subject to Department approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for the Department’s approval if the Project involves rehabilitation or demolition of existing improvements.

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10. Insurance

Grantee shall obtain the insurance coverages identified in the NOFA. Grantee shall maintain such insurance coverages for either the term of this Agreement or the term of any required restrictive covenant or regulatory agreement, whichever applicable term is longer. Grantee shall name the State of California and the Department, as well as their respective appointees, officers, agents, and employees, as additional insureds on all such policies. Such policies shall provide for notice to the Department in the event of any lapse of coverage or insurance claim thereunder. Prior to disbursement of any Grant funds, Grantee shall provide evidence satisfactory to the Department of its compliance with these insurance requirements.

If Grantee is self-insured, in whole or in part, as to any of the required types and levels of coverage, the Grantee shall provide the Department with a written acknowledgment of its self-insured status prior to disbursement of any Grant funds. If the Grantee abandons its self-insured status at any time after execution of this Agreement, the Grantee shall immediately notify the Department, and shall promptly comply with the insurance coverage requirements under the Program.

11. Operating Funds

Grantee shall demonstrate its capacity to provide five (5) years of operating funds for the Project. As set forth at Exhibit B of this Agreement, Grantee shall provide documentary evidence of such capacity prior to disbursement of any Grant funds.

12. Relocation

Grantee must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Grantee must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. In addition, before the Homekey award will be disbursed, Grantee must have either:

A. A Department-approved relocation plan; or

B. A Department-issued Certification Regarding Non-Application of Relocation Benefits Homekey Program – Round 2 (Homekey)

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and Indemnification Agreement, which has been duly executed by the Grantee and approved by the Department.

13. One-for-One Replacement of Assisted Units

One-for-one replacement of Assisted Units is permissible if approved in advance by the Department per Section 301 of the NOFA, after the Department's determination, in its sole and absolute discretion, that such replacement will not reduce the inventory of units that are already available at affordable rents to households that are at or under 30 percent AMI.

14. Site Control

Unless and except as otherwise expressly approved in writing by the Department or provided at Exhibit E to this Agreement, the Grantee shall have control of the property at all times, and such control shall not be contingent on the approval of any other party. The status and nature of the Grantee's title and interest in the property must be acceptable to the Department. Site control may be evidenced by one of the following:

- A. Fee title.
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance with, and satisfaction of, all program objectives and requirements, including, without limitation, those set forth in this Agreement. If the Grantee's interest in the property is a leasehold, and the lessee and the lessor are affiliated or related parties, then the Department may require that both the lessee and the lessor must execute this Agreement.
- C. An executed disposition and development agreement, or irrevocable offer of dedication to a public agency.
- D. A sales contract, or other enforceable agreement for the acquisition of the property. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).
- E. A letter of intent, executed by a sufficiently authorized signatory of the Grantee, that expressly represents to the Department, without condition or reservation,

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that, upon successful application, the Grantee shall purchase or otherwise acquire a sufficient legal interest in the property to accomplish the purpose of the award. The letter of intent must also be duly acknowledged by the party selling or otherwise conveying an interest in the subject property to the Grantee. If this form of evidence was relied upon at the time of Application, the Department may impose additional Performance Milestones (e.g., presentation of additional or supplemental evidence of eventual site control closer to any projected close of escrow).

- F. Other evidence of site control that gives the Department assurance (equivalent to A-E above) that the Grantee will be able to complete the Project in a timely manner and in accordance with the Program's objectives and requirements, including, without limitation, those set forth or referenced in this Agreement.

15. Adaptability and Accessibility

The Project shall comply with all applicable federal, state and local laws regarding adaptability and accessibility, including, without limitation, the requirements set forth in the NOFA.

16. Title Status and Reports

Grantee shall provide a current title report for the real property on which the Project is located. If Grantee's interest in the property is leasehold, then Grantee shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, Grantee shall provide a TSR or an attorney's opinion regarding chain of title and current title status. As set forth and specified at Exhibit B of this Agreement, Grantee shall provide such title report or documentation of title status prior to disbursement of any Homekey Grant funds.

17. Title Insurance

Grantee shall provide evidence of title insurance and an ALTA As-Built Survey that are acceptable to the Department. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to Department approval. The policy shall insure that Grantee holds good and marketable title (fee simple or leasehold).

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18. Property Management Plan

Grantee shall submit a property management plan to the Department for its review and approval. Such management plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., include the management, maintenance, and repair information required by the MHP Guidelines).

19. Supportive Services Plan

Grantee shall submit a Supportive Services plan to the Department for its review and approval. Such Supportive Services plan shall be consistent with any representations made in the Application, and it shall meet the Program Requirements (e.g., provide for delivery of housing stability services and benefits).

20. Compliance with Title VI of the Civil Rights Act of 1964

Grantee and any of its contractors, subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

21. Nondiscrimination

Statutes and regulations prohibiting discrimination are applicable to this Agreement and include, without limitation, the following:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 22;

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- B. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.);
- C. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.);
- E. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.); and
- F. The State of California nondiscrimination statutes, regulations, and standards set forth and identified in the NOFA and at Exhibit C of this Agreement.

Grantee shall adopt a written nondiscrimination policy requiring that no person shall, on the grounds of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, age, medical condition, genetic information, citizenship, primary language, immigration status (except where explicitly prohibited by federal law), arbitrary characteristics, and all other classes of individuals protected from discrimination under federal or state housing laws, individuals perceived to be a member of any of the preceding classes, or any individual or person associated with any of the preceding classes, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Homekey funds.

22. Affirmative Fair Housing Marketing Plan and Fair Housing Compliance

Grantee shall develop and implement an affirmative fair housing marketing plan that is satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for Interim Housing, Transitional Housing, or Permanent Housing. Grantee is encouraged to refer to the guidelines for Affirmative Fair Housing Marketing Plans issued by the U.S. Department of Housing and Urban Development (“HUD”). Grantee shall comply with all applicable state and federal fair housing laws.

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23. Grantee Acknowledgment of the Pet Friendly Housing Act of 2017

By executing this Agreement, Grantee acknowledges that the Pet Friendly Housing Act of 2017 (Health & Saf. Code, § 50466) requires each housing development, if it is financed on or after January 1, 2018 pursuant to Division 31 of the Health and Safety Code, to authorize a resident of the housing development to own or otherwise maintain one or more common household pets within the resident's dwelling unit, subject to applicable state laws and local governmental ordinances related to public health, animal control, and animal anticruelty.

24. Final Certificate of Occupancy

Grantee shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

25. Occupancy

The Assisted Units shall be occupied by the Target Population, and such units shall be in decent, safe, and sanitary condition at the time of their occupancy. In addition, the Grantee shall certify, upon occupancy, that it will employ the core components of Housing First (as set forth at Welfare and Institutions Code section 8255) as part of its property management plan and Supportive Services plan.

26. Tenant Selection

Referrals to Assisted Units shall be made through the local Coordinated Entry System ("CES"), or another comparable prioritization system based on greatest need shall be used. All referral protocols for Assisted Units shall be developed in collaboration with the local Continuum of Care and implemented consistent with the Program Requirements.

27. Participation in Statewide HDIS/HMIS

Grantee shall support Continuum of Care participation in the statewide Homeless Data Integration System ("HDIS"). As required by and in accordance with state and federal law (including all applicable privacy law), Grantee shall further disclose relevant data to the local Homeless Management Information System ("HMIS") and comparable data collection systems.

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28. Restrictive Covenants and Regulatory Agreements

A restrictive covenant, regulatory agreement, or similar use restriction shall be recorded against the Project real property, depending on the Project type. For Interim Housing or Transitional Housing Projects that will not result in Permanent Housing, the Department will prepare, and the Public Entity shall cause, a 15-year restrictive covenant to be recorded against the Project real property. For Interim Housing or Transitional Housing Projects that will ultimately result in Permanent Housing, the Public Entity or Tribal Entity shall prepare and cause a 15-year restrictive covenant to be recorded against the Project real property. For Permanent Housing Projects, the Public Entity or Tribal Entity shall prepare and cause a 55-year regulatory agreement to be recorded against the Project real property. For Permanent Housing Projects located on tribal trust land, a 50-year use restriction shall be recorded against the Project real property.

All use restrictions shall require integration of the Target Population within all entrances, common areas, and buildings that comprise the Project.

All use restrictions shall include occupancy and rent restrictions that maintain the Project's accessibility to the Target Population over the full term of the use restriction.

All use restrictions are subject to the advance written approval of the Department, and shall be acceptable to the Department in form, substance, and priority. Project-specific requirements and deadlines are set forth at Exhibit E of this Agreement.

29. Restrictions on Sales, Transfers, and Encumbrances

Grantee shall not, for the duration of this Agreement, sell, assign, transfer, or convey the Project, or any interest therein or portion thereof, without the express prior written approval of the Department.

30. Retention, Inspection, and Audit of Records

Grantee is responsible for maintaining records which fully disclose the activities funded by the Grant. Grantee shall retain all records for a period of five (5) years after the expiration of this Agreement, unless a longer retention period is stipulated. If any litigation, claim, negotiation, audit, monitoring, inspection or other action commences during this required retention period, all records must be retained until a full and final resolution of the action.

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The Department, as well as its appointees, employees, agents, and delegates, shall have the right to review, obtain, and copy all records pertaining to performance under this Agreement. The U.S. Department of the Treasury and any authorized oversight body or representative, including, without limitation, the Treasury's Office of Inspector General, the Government Accountability Office, and the Pandemic Relief Accountability Committee, shall have the right of access to such records in order to conduct audits or other investigations. Grantee shall provide any relevant information requested, and shall permit access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees and inspecting and copying books, records, accounts, and other relevant material.

At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Project. At the Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The audit shall be performed by a qualified state, local, independent, or Department auditor. Where an independent auditor is engaged, the audit services agreement shall include a clause which permits the Department to have access to the independent auditor's relevant papers, records, and work product.

If there are audit findings, the Grantee shall submit a detailed response to the Department for each audit finding. The Department will review the response. If the Department determines, in its sole and absolute discretion, that the response is satisfactory, the Department will conclude the audit process and notify the Grantee in writing. If the Department determines, in its sole and absolute discretion, that the response is not satisfactory, the Department will contact the Grantee, in writing, and explain the action required to cure any audit deficiencies. Such action could include the repayment of ineligible costs or other remediation.

If so directed by the Department upon the termination or expiration of this Agreement, the Grantee shall deliver all records, accounts, documentation, and other materials that are relevant to this Agreement to the Department as depository.

31. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Project to determine whether it meets the Program Requirements. If the Department reasonably determines that the site is not acceptable for the Project in accordance with the Program Requirements, the Department reserves the right to rescind the award and

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the Grant. Nothing in this paragraph is intended to create or imply any obligation of the Department to inspect the Project.

32. Compliance with State and Federal Laws, Rules, Guidelines, and Regulations

Grantee agrees to comply with all state and federal laws, rules, guidelines, and regulations that are applicable to the Project, including those that pertain to construction, health and safety, labor, fair employment practices, and equal opportunity.

33. Updated Information

If there is any change in the information that has been provided to the Department, Grantee shall promptly provide the Department with updated documentation (e.g., updated sources and uses). All changes shall be subject to Department approval. In addition, Grantee shall promptly notify the Department, in writing, of any changes in Grantee or Co-Grantee organization, authorization, or capacity.

34. Survival of Obligations

The obligations of the Grantee, as set forth in this Agreement, shall survive the termination or expiration of this Agreement.

35. Litigation

Grantee 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, the Program Requirements, the interests of the Department, and the objectives of the Homekey Program.

36. Entire Agreement; Severability

This Agreement constitutes the entire agreement between the Grantee and the Department. All prior representations, statements, negotiations and undertakings with regard to the subject matter hereof are superseded hereby. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances

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other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

37. Modification or Waiver under AB 1010

The Department reserves the right to waive or modify any requirement under this Agreement, or any Program Requirement, as authorized by and in accordance with Assembly Bill No. 1010 (Chapter 660, Statutes of 2019) ("**AB 1010**"), which is codified at Health and Safety Code section 50406, subdivision (p).

38. Waivers

No waiver of any breach, violation, or default under this Agreement shall be held to be a waiver of any other or subsequent breach or violation thereof or default thereunder. The Department's failure, at any time, to enforce the provisions of this Agreement or to require the Grantee's performance under this Agreement shall in no way be construed as a waiver of such provisions or performance, and it shall not affect the validity of this Agreement or the Department's right to enforce this Agreement.

39. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

This Agreement is subject to the administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities, which are set forth at 2 Code of Federal Regulations part 200.

40. Single Audit Requirements

Grantee is responsible for complying, as necessary, with the Single Audit Act and its implementing regulation at 2 Code of Federal Regulations part 200, subpart F regarding audit requirements.

41. Disputes

In the event of any conflict between this Agreement and any Grantee documents or side agreements, this Agreement and the Program Requirements shall prevail, are applicable, and shall be enforceable by the Department even if the Department provided review or approval of such documents and side agreements.

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42. Consent

The parties agree that wherever the consent or approval of the Department or Grantee is required under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless the same is specified as being in that party's sole and absolute discretion, or other words of similar import.

43. Grantee Liability

Grantee shall remain liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest, or of any designation of a third party for the undertaking of all or any part of the Scope of Work. Likewise, each Co-Grantee shall remain jointly and severally liable to the Department for performance under this Standard Agreement and compliance with all Program Requirements regardless of any Department-approved transfer or assignment of interest; any designation of a third party for the undertaking of all or any part of the Scope of Work; or the Co-Grantees' identification of a Designated Payee.

44. Defense and Indemnification

Grantee agrees to defend, indemnify, and hold harmless the Department, and its appointees, agents, employees, and officers, from any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees), which may arise in connection with Grantee's use of the Grant funds and performance under this Agreement. If any attorney, including the California Attorney General, is engaged by the Department to enforce, construe, or defend any provision of this paragraph, with or without the filing of any legal action or proceeding, Grantee shall, individually or jointly, pay to the Department, immediately upon demand, the amount of all attorneys' fees and costs incurred by the Department in connection therewith.

45. Time Is of the Essence

Time is of the essence under this Agreement, and in the performance of every term, covenant, and obligation contained herein.

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PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS
Permanent Housing

A. PROJECT-SPECIFIC PROVISIONS

Golden Bear Inn 1620 San Pablo Avenue Berkeley, CA County of Alameda				Assessor Parcel Number (APN): 058-2128-003-01	
# of Bedrooms	Units	Non-Homekey Units	Homekey-Assisted Units	AMI Income Limit	Restriction to Subset of Target Population
Manager Unit (Studio)	1	1	0	N/A	N/A
0 (Studio)	43		43	30%	Chronically Homeless
Totals:	44	1	43		

1. **Permanent Housing – Award, Disbursement, and Eligible Use(s)**. Grantee received Homekey Program award letter on April 11, 2022 (the “**Award Date**”). Pursuant to that award letter, the Grantee is receiving Homekey Grant funds in the amount of \$16,187,200.00 (the “**Award**”). The Payee of these funds is City of Berkeley. Grantee will use the funds to provide Permanent Housing for the Target Population. Specifically, the Grantee will apply these funds towards the following eligible use(s):

- a. Acquisition and rehabilitation of a hotel to provide Permanent Housing for the Target Population
- b. Capitalization of an operating subsidy for the Assisted Units

Grantee's Award includes \$13,505,944.00 for capital expenditures and \$2,251,256.00 for operating funds. The Expenditure Deadline for Capital Funds is set forth herein as a Milestone Completion Date. The Expenditure Deadline for Operating Funds is set forth herein as a Milestone Completion Date.

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Grantee will receive additional funds in the amount of \$430,000.00 (the “**Bonus Award**”) if the Project’s Assisted Units achieve full occupancy (with consideration for an average of 10 percent vacancy) within eight (8) months of the Award Date. The occupancy deadline in connection with Grantee’s Bonus Award is set forth herein as a Milestone Completion Date. The Department will not disburse the Bonus Award until it receives documentary evidence, in form and substance reasonably satisfactory to the Department, that the Milestone Completion Date has been met. Grantee shall only use such Bonus Award for its incurred or prospective operating costs for the Project. If Grantee duly satisfies all requirements and conditions relative to the Bonus Award, Grantee’s total award amount will be \$16,187,200.00 (the “**Total Award Amount**”).

2. **Project Narrative.** Golden Bear Inn is a 44-unit hotel acquisition and rehabilitation with 43 studio units serving households with incomes of 30 percent of Area Median Income (AMI), and one studio manager's unit. With funds from HCD's Homekey Program and the City of Berkeley, the property will be purchased and converted into Permanent Supportive Housing for 100% Chronically Homeless individuals. The property consists of two buildings on a 37,000 sf (0.85 acre) site, on San Pablo Avenue. One of the structures on the property is a commercial building with a restaurant which no HCD funds are being used for acquisition of this space. This portion is being paid from the City of Berkeley’s Non-Matching Excess Funds, as agreed with HCD Staff during the application review process. The developer anticipates subdividing the parcel for future development of affordable housing. The hotel went under recent rehabilitation which includes new electrical, plumbing, heating, exterior siding, windows, roof, and complete interior bathrooms, furnishings, Wi-Fi, fire alarm systems and accessibility upgrades. On-site amenities will include space for counseling, a community room and a dining hall. Off-site amenities, located within 1/2 Mile of the project includes a grocery store, a healthcare facility, a library, a pharmacy and access to public transit.
3. **Obligation to Serve Subsets of the Target Population.** Grantee shall ensure that at least 25 percent of the Project’s Assisted Units are restricted to occupancy by the Chronically Homeless.
4. **Scope of Work.** Grantee will purchase a 44-unit hotel at 1620 San Pablo Berkeley, CA and convert the units to Permanent Supportive Housing. A modular building will be constructed on site for communal uses. Minor renovations we be made to meet or exceed Homekey’s accessibility targets units on the ground floor, providing additional accessible compliant-units with all

EXHIBIT E

required clearances, grab bars, etc. and ADA-compliant site and public areas. Improvements are anticipated to be completed within an 8-month window

Bay Area Community Services (BACS) will be the management and lead services provider for the project. The Case Manager Ratio for this project shall be maintained at 10:1 for the Chronically Homeless. The service provider will provide the following services on-site:

- Case Management: Comprehensive Case Management services including linkage, brokerage, benefits support, and support with day-to-day functional needs.
- Behavioral Health Services: Linkage to BACS Behavioral Health Services based on need as well as linkage to Berkeley MH services as needed where behavioral health services are not already provided.
- Education & Employment Services: Based on need and interest, residents will have access to educational and employments services at BACS Wellness Centers.
- Assistance obtaining benefits and essential documentation: Linkage to benefits advocacy including legal services, navigation through public offices such as SSA, etc.
- Physical Health Services will be with linked to Primary Care through Federally Qualified Health Care (FQHC)
- Tenancy Sustaining Services: BACS will use supportive services and progressive engagement model and will include room supports, connection to community assets and networks, etc.

Supportive Services for the project will be staffed by the following:

- a. Case Manager (1.0 FTE)
- b. Onsite Support Coordinator (2.0 FTE)
- c. Support Services Supervisor (0.75 FTE)

EXHIBIT E

5. Grantee Contract Coordinator.

Authorized Representative Name:	Dee Williams-Ridley
Authorized Representative Title:	City Manager
Entity Name:	City of Berkeley
Address:	2180 Milvia Street
Telephone No.:	(510) 981-7000
E-Mail Address:	DWilliams-Ridley@cityofberkeley.info

Authorized Representative Name:	Jamie Almanza
Authorized Representative Title:	Chief Executive Officer
Entity Name:	Bay Area Community Services Housing Corp.
Address:	390 40th Street, Oakland, CA 94612
Telephone No.:	510-415-4672
E-Mail Address:	jalmanza@bayareacs.org

Authorized Representative Name:	Ali Kashani
Authorized Representative Title:	CEO
Entity Name:	Memar Properties, Inc.
Address:	2625 Alcatraz Ave #501 Berkeley, CA 94705
Telephone No.:	510-385-1340
E-Mail Address:	akashani@mpihomes.com

Homekey Program – Round 2 (Homekey)
NOFA Date: September 9, 2021, and amended on January 14, 2022
Project Name: Piedmont Place
Approved Date: 01-24-2022
Prep. Date: 04-11-2022

EXHIBIT E

6. Additional Conditions Precedent to Disbursement.

The Grantee shall submit an updated property management plan and supportive services plan for the Project and such plan must be approved by the Department in its sole and reasonable discretion, before the disbursement of the \$2,251,256.00 of the Award granted for operations.

7. Budget Detail.

Grantee is obligated to cover the Project's development, operations and service costs for five (5) years. Grantee will satisfy this obligation by leveraging funding commitments, or other reasonable funding assurances, from the following funding sources:

Homekey Capital Award: Award letter dated April 11, 2022, in the amount of \$13,505,944.00 to be used for acquisition and rehabilitation.

Homekey Operating Subsidy: Award letter dated April 11, 2022, includes \$2,251,256.00 over a three-year period. Grantee will receive additional funds of \$430,000 for full project occupancy within 8 months of award date.

City of Berkeley Capital: Authorized by Berkeley City Council Resolution No. 70136; City of Berkeley will provide capital in the amount of \$6,638,160. \$4,400,000 will be matched by HCD and \$1,968,160 will be non-match eligible funds for project development.

City of Berkeley Operating Subsidy: Authorized by Berkeley City Council Resolution No. 70136; City of Berkeley will support operations in amount of \$2,095,375.

Alameda County Health Care Services will support operations annually over a 20-year span estimated total amount to be \$5,181,963.

Deferred Developer Fee in the amount of \$912,396.

EXHIBIT E

8. Performance Milestones.

Performance Milestones	Milestone Completion Date
Capital funds must be fully expended.	December 11, 2022
The Project's escrow must be closed, and the capital funds must be fully expended.	December 11, 2022
All Homekey-funded construction or rehabilitation must be completed.	April 11, 2023
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	December 11, 2022
A copy of Grantee's written nondiscrimination policy (in accordance with <u>Exhibit D</u> of this Agreement) must be submitted to the Department.	December 11, 2022
A [DRAFT] Regulatory Agreement or other use restriction must be submitted to the Department for review and approval.	December 11, 2022
A Department-approved Regulatory Agreement or other use restriction must be recorded against the Project real property as specified and described in the NOFA and this Agreement.	April 11, 2023
Homekey-funded operating funds must be fully expended.	June 30, 2026
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of this Agreement

Homekey Program – Round 2 (Homekey)
NOFA Date: September 9, 2021, and amended on January 14, 2022
Project Name: Piedmont Place
Approved Date: 01-24-2022
Prep. Date: 04-11-2022

EXHIBIT E

B. SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions are applicable to this Project and shall control notwithstanding anything to the contrary herein:

1. **Use Restriction.** The state, regional, local, or tribal Grantee shall ensure that the Project is duly encumbered with a 55-year covenant, declaration, regulatory agreement, or similar use restriction (the "**Regulatory Agreement**") that **(a)** is recorded in first position against the Project for the benefit of the state, regional, local, or tribal Grantee; **(b)** restricts the use, operation, occupancy, and affordability of the Project in accordance with this Agreement and the applicable Program Requirements; **(c)** duly names the Department as a third-party beneficiary with the right and privilege, but not the obligation, of enforcement thereof; and **(d)** is otherwise in form and substance acceptable to the Department.

The Regulatory Agreement must be recorded against the real property of the Project site by the Milestone Completion Date set forth herein. The Grantee shall obtain the Department's express written approval of the Regulatory Agreement prior to the recordation of the same. After recordation, the Grantee shall promptly provide the Department with a conformed copy of the recorded Regulatory Agreement.

Unless otherwise authorized by the prior and express written approval of the Department, the Regulatory Agreement must be recorded as a lien against the Project in first position, and must remain in first position, over all other Project agreements, covenants, or other matters of record on the real property for the period of affordability required by the Program.

2. Grantee has committed to a 55-year use restriction for the Project and has waived any potential accommodation by the Department to increase income limits, as described in the NOFA, for at least 75 percent of the Assisted Units].
3. Grantee has made the following accessibility commitments with respect to the Project: The Project will exceed the state and federal accessibility requirements set forth in the NOFA. At least 15 percent of the Project's Assisted Units must have features accessible to persons with mobility disabilities, as specified and described in the NOFA and At least 10 percent of the Project's units must have features accessible to persons with hearing or vision disabilities, as specified and described in the NOFA.

EXHIBIT E

4. HCD and the Grantee acknowledge that after rehabilitation of Residential Units on the Property, the Developer intends to subdivide the Property to create two separate legal parcels: (1) the first parcel to contain the HomeKey Residential Units, and (2) the second parcel to contain the Commercial Building. Subsequent to the creation of the separate parcels and upon request of the Developer, the HCD shall agree to amend the Grant Agreement, amending the definition of the Project and the Property to reflect only the Residential Units and related real property and removing the Commercial Building from the terms and conditions of this Agreement and related Documents. Subject to the approval of the form and result of the subdivision by HCD, and any conditions or requirements imposed by applicable governmental authorities in connection with approval of such subdivision, HCD hereby consents to and approves the subdivision of the Property into separate legal parcels containing the Residential Units and the Commercial Building, respectively. Upon creation and conveyance, the Commercial Building and its related real property shall not be included, nor shall such property constitute any portion of the Project, which shall be comprised solely of the Residential Units and related real property.

DUP

Recorded at the Request of
Old Republic Title Company -
Oakland

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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00



ELECTRONICALLY RECORDED

City of Berkeley
Dept. of Health, Housing
& Community Services
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704

Attn: Housing & Community Svcs. Mgr.

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Homekey)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of June 15, 2022, by and between the City of Berkeley, a charter city (the "City"), and Golden Bear Homes LP, a California limited partnership (the "Borrower").

RECITALS

A. The City and the Borrower have entered into a Development Loan Agreement (the "Loan Agreement"), Contract Number 32200231, of even date herewith which contract was authorized by the Berkeley City Council by Resolution No. 70,136 N.S. for a fund reservation of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) in Permanent Local Housing Allocation and Measure P funds, pursuant to which the City provided a loan (the "City Loan") to the Borrower pursuant to the City's Housing Trust Fund Program (the "Program") for the property located in the City as more particularly described in Exhibit A attached hereto (the "Property") for acquisition and development of 44 units of residential housing affordable to households containing extremely-low income individuals experiencing homelessness (the "Project"). The project is also funded by the State of California Homekey Program ("Homekey"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Loan Agreement.

B. The City has agreed to make the City Loan to the Borrower on the condition that the Project be maintained and operated in accordance with restrictions concerning affordability, operation, and maintenance of the Project, as specified in this Agreement, the Loan Agreement, and the Guidelines governing the Program adopted by the City Council, as last revised on January 19, 2021 (the "Program Guidelines").

117023307

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Berkeley
Dept. of Health, Housing
& Community Services
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704

Attn: Housing & Community Svcs. Mgr.

No fee for recording pursuant to
Government Code Section 27383

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DECLARATION OF RESTRICTIVE COVENANTS
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C. In consideration of receipt of the City Loan at an interest rate significantly below the market rate, the Borrower has further agreed to observe all the terms and conditions set forth below.

D. In order to ensure that the entire Project will be used and operated in accordance with these conditions and restrictions, the City and the Borrower wish to enter into this Agreement.

THEREFORE, the City and the Borrower hereby agree as follows.

ARTICLE 1 DEFINITIONS

1.1 Definitions

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

(a) "Actual Household Size" shall mean the actual number of persons in the applicable household.

(b) "Adjusted Income" shall mean the total anticipated Annual Income of all persons in a household as defined under 24 CFR 5.609 and calculated pursuant to 24 C.F.R. 5.611 and as further references in 24 C.F.R. 92.203

(c) "Annual Income" has the definition set forth in 24 CFR 5.609.

(d) "Agreement" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

(e) "Assumed Household Size" shall mean the assumed household size under the HOME Regulations for a one-bedroom unit, two-bedroom unit, or three-bedroom unit as applicable.

(f) "Borrower" means Golden Bear Homes LP, a California limited partnership, and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

(g) "City-Assisted Units" shall mean the Forty-Three (43) Units designated as assisted by the City. City-Assisted Units are funded with the City Loan.

(h) "City Deed of Trust" shall mean the deed of trust to the City on the Property which secures repayment of the City Loan and the performance of the Loan Agreement and this Agreement.

(i) "City Loan" shall mean all funds loaned to the Borrower by the City pursuant to the Loan Agreement.

(j) "City Note" shall mean the promissory note from the Borrower to the City evidencing all or any part of the City Loan.

(k) "Completion Date" means the date of final sign off by the City on permits or approvals for the rehabilitation of the Residential Units.

(l) "Extremely Low Income Household" shall mean a household with an Adjusted Income that does not exceed the 30% Income Level for Alameda County published annually by the California Tax Credit Allocation Committee ("TCAC"). In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC.

(m) "Extremely Low Income Rent" shall mean the maximum allowable rent for an Extremely Low Income Unit pursuant to Section 2.2(a) below.

(n) "Extremely Low Income Units" shall mean the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Household.

(o) "Financial Feasibility" is to be determined by the City using TCAC standards, including without limitation Title 4 California Code of Regulations Section 10327(f).

(p) "HCD" means the State of California Department of Housing and Community Development"

(q) "HUD" means the United States Department of Housing and Urban Development.

(r) "Loan Agreement" shall mean the Development Loan Agreement entered into by and between the City and the Borrower, of even date herewith.

(s) "Median Income" shall mean the median gross yearly income, adjusted for Actual Household Size or Assumed Household Size as specified herein, for Berkeley, California (currently the Oakland-Fremont HMFA), as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the

Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HUD.

(t) "Project" shall mean the Property and the forty-four (44) residential units on the Property, as well as any additional improvements, and all landscaping, roads and parking spaces existing thereon, as the same may from time to time exist.

(u) "Property" shall mean the real property described in Exhibit A attached hereto and incorporated herein.

(v) "Rent" shall mean the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Borrower which are required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, internet or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.

(w) "TCAC" shall mean the California Tax Credit Allocation Committee, or any successor agency thereto.

(x) "Tenant" shall mean a household legally occupying a Unit pursuant to a valid lease with Borrower.

(y) "Term" shall mean the term of this Agreement, which shall commence on the date of this Agreement and unless sooner terminated pursuant to the terms of this Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(z) "Unit(s)" shall mean one or all of the Forty-Four (44) rental units existing on the Property.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements. The City-Assisted Units shall be occupied by Tenants meeting the following income requirements:

(a) Extremely Low Income Units. All Forty-Three (43) City-Assisted Units shall be rented to and occupied by or, if vacant, available for occupancy by Extremely Low Income Households. The Extremely Low Income Households represent one hundred percent (100%) of all City-Assisted Units.

(b) Intermingling of Units. The City-Assisted Units shall be intermingled with, and shall be of comparable quality to, all other units on the Property.

(c) Disabled Persons Occupancy. The Project shall be operated at all times in compliance with the provisions of: (i) the Unruh Act; (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973; (iv) the United States Fair Housing Act, as amended, (v) the Americans with Disabilities Act of 1990; and (vi) any other applicable law or regulation. Borrower agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the City) the City, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for persons with disabilities. The provisions of this subsection shall survive expiration of the Term or other termination of this Agreement, and shall remain in full force and effect.

2.2 Allowable Rent

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent (including utility allowance) paid by Tenants of the Extremely Low Income Units shall not exceed the TCAC rent limits for 30% Income Level households in Alameda County. In the event that such rent determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the City shall provide the Borrower with other rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC.

(b) City Approval of Initial and Subsequent Rents. Initial rents for all City-Assisted Units shall be approved by the City prior to occupancy. All rent increases shall also be subject to City approval, which shall not be reasonably withheld, conditioned or delayed. The City shall provide the Borrower with a schedule of maximum permissible rents for the City-Assisted Units annually. The Borrower shall not charge any fee other than Rent to any Tenant of a City-Assisted Units for any housing or other services provided by Borrower pursuant to this Agreement and the Loan Agreement.

2.3 Reserved.

2.4 Increase In Income from Extremely Low Income.

If, upon recertification of the income of a Tenant of a City-Assisted Unit, the Borrower determines that a former Extremely Low Income Household has an Adjusted Income exceeding the maximum qualifying income for an Extremely Low Income Household, such Tenant shall be permitted to continue occupying the Unit at a Rent not to exceed the applicable Rent described below.

(a) if the Tenant's income exceeds the income limit for an Extremely Low Income Household, upon expiration of the Tenant's lease and upon sixty (60) days' written notice, the Rent may be increased to the lesser of one-twelfth (1/12th) of thirty percent (30%) of actual Adjusted Income of the Tenant, or fair market rent.

2.5 Termination of Occupancy. Upon termination of occupancy of a City-Assisted Unit by a Tenant, such City-Assisted Unit shall be deemed to be continuously occupied by a household of the same income level (e.g., Extremely Low Income) as the initial income level of the vacating Tenant, until such Unit is reoccupied, at which time the income character of the City-Assisted Unit (e.g., Extremely Low Income) shall be redetermined. In any event, and subject to this Section 2.5, Borrower shall maintain the occupancy requirements set forth in section 2.1 above.

2.6 Units Available to the Disabled. All alterations to the Project shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and its implementing regulations (24 CFR 8). Any alterations to dwelling units in the Project shall comply with 24 CFR 8.23, including the requirements that a specific percentage of Units be made accessible. In addition, in compliance with 24 CFR 8.23, any alterations to common areas or parts of the Project affecting accessibility to the units shall also, to the maximum extent feasible, be made readily accessible.

2.7 Consequences of Subsidy Loss. Borrower shall notify the City in writing immediately in the event of a Subsidy Loss and shall make good faith efforts to find alternative subsidies or financing structures that would maintain compliance with this Agreement and Financial Feasibility. Subsidy Loss would occur if the Project loses its operating and services subsidies, including those from the State Homekey program and Alameda County. If Borrower is permitted by HCD to increase rent and income targeting to the extent required for financial feasibility, Borrower shall be permitted to similarly increase the rent and income targeting hereunder, to the extent permitted by HCD, and to the extent permitted by this Agreement. Borrower shall not exceed the allowable rents for City-Assisted Units without first obtaining City approval and a formal amendment to this Agreement which approval shall not be unreasonably withheld, conditioned or delayed. In no event may the Project violate the inclusionary requirements of Berkeley Municipal Code Section 22.20.065. Upon documenting to the City's satisfaction unsuccessful efforts to identify and obtain alternative resources, and upon formally amending this Agreement Borrower may increase rents and income targeting for Tenants in City-Assisted Units above the levels otherwise allowed by

Sections 2.1 through 2.2 above, up to 60% AMI to the extent necessary to result in Financial Feasibility; and, if doing so still does not result in Financial Feasibility, up to the lesser of (i) 30% of the household's Adjusted Income or (ii) market rent for comparable, unassisted units in the neighborhood. Rents shall be raised pursuant to this Section 2.6 only to the extent required for Financial Feasibility, as agreed to by Borrower and City. The rent increase limitations in Section 2.2 will not apply, but any necessary rent increases shall be phased in as gradually as possible, consistent with maintaining the Project's Financial Feasibility. Borrower shall attempt to minimize disruption to existing households, and transition to higher income households only as necessary and upon vacancy whenever possible.

ARTICLE 3 INCOME CERTIFICATION AND REPORTING

3.1 Income Certification.

Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the City-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the City upon request.

3.2 Annual Report to City.

The Borrower shall submit to the City (a) not later than one hundred eighty (180) days after the Completion Date, and not later than the sixtieth (60th) day after the close of each calendar year, or such other date as may be requested by the City, a report that includes the following data for each Unit and specifically identifies which Units are City Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in City Assisted Units that have been filled.

Borrower shall submit to the City within forty-five (45) days after receipt of a written request, or such other time agreed to by the City, any other information or completed forms requested by the City in order to comply with reporting requirements of HUD, the State of California, and the City.

3.3 Additional Information.

The Borrower shall provide any additional information reasonably requested by the City. The City shall have the right to examine and make copies of all books, records or other documents of the Borrower which pertain to the Project.

3.4 Tenant Records.

(a) The Borrower shall keep and maintain on the Property, or elsewhere with the City's written consent, in accordance with generally accepted accounting principles consistently applied, complete, accurate and current records pertaining to the Project, and shall permit any duly authorized representative of the City to inspect records, including records pertaining to income and household size of Tenants, Rent charged Tenants, and affirmative marketing requirements. All Tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the City, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the City. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years after creation.

The City shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the City in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

3.5 Reserved.

3.6 On-site Inspection.

The City shall have the right to perform an on-site inspection of the Project at least one (1) time per year to verify compliance with the requirements of this Agreement, the Loan Agreement, the Program Guidelines, and all applicable property standards set forth in 24 CFR 92.251. The Borrower agrees to cooperate in such inspection. If City desires to inspect the interior of the residential units, City shall give Borrower sufficient notice to allow Borrower to give seventy-two (72) hours notice to residents.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use.

Except for the commercial building, or with prior written consent of the City, the Project shall be operated only for residential use. No part of the Project shall be operated as transient housing in which the term of Tenant occupancy is less than thirty (30) days.

4.2 Compliance with Loan Agreements and Program Requirements.

Borrower's actions with respect to the Property shall at all times be in full conformity with:(i) all requirements of the Loan Agreement; (ii) the Program Guidelines; and (iii) any other regulatory requirements imposed on the Project.

4.3 Marketing Plan and Tenant Selection.

(a) Marketing Plan.

(1) No later than three (3) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the City for approval its plan for marketing the Project to income-eligible households as required by this Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the City will promptly review the Marketing Plan and will approve or disapprove it within thirty (30) days after receipt. If the Marketing Plan is not approved, the City will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within thirty (30) days of notification of the City's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the City. If the Borrower does not submit a revised Marketing Plan that is approved by the City at least one (1) month prior to the date completion of the Project is projected to be complete, Borrower will be in default of this Agreement.

(b) Tenant Selection Plan.

(1) No later than three (3) months prior to the date construction of the Project is projected to be complete, Borrower shall submit to the City, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the City will promptly review the Tenant Selection Plan and will approve or disapprove it within thirty (30) days after receipt. If the Tenant Selection Plan is not approved, the City will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within thirty (30) days of notification of the City's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the City. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the City at least one (1) month prior to the date construction of the Project is projected to be complete, Borrower will be in default of this Agreement.

4.4 Taxes and Assessments.

Borrower shall pay all real and personal property taxes, assessments and charges and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any line or charge from attaching to the Property; provided, however, that Borrower shall have the right to contest in good faith, any such taxes, assessments, or charges. In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

4.5 Deposits to Reserves

(a) Operating Reserve. The Operating Reserves will be capitalized and provided by Homekey and the City. If the project becomes able to make reserve deposits, Borrower must make deposits until reserves reach an amount of 6 months of operating expenses included debt service and supportive service costs. The requirement to make operating reserve deposits shall terminate upon repayment of the Project's senior loan or, if no senior loan exists, upon written approval by the City.

(b) Replacement Reserve. Borrower shall make annual deposits to the Project's replacement reserves of at least \$500 per unit per year. Upon request by the City, the Borrower must update and submit to the City an evaluation of major building systems, including the age, remaining life, and cost and schedule for replacement, but not more frequently than every five (5) years starting with an initial study submitted no later than the beginning of year six (6) of operation, if requested by the City. This evaluation must include a replacement reserves study. After the first five (5) years of operation, the Borrower may request or the City may require adjustments to the amount every five (5) years based on the study or other reliable indicators of the need for replacement reserve funds over time.

(c) Consent to Withdraw Funds. Prior to the use of funds from any reserve account, Borrower must submit a written request to withdraw funds from the reserve account if such withdrawal will exceed Fifteen Thousand Dollars (\$15,000) or if the

cumulative of all draws made to date exceed Forty-Five Thousand Dollars (\$45,000). The written request shall specify the amount requested and state how the funds will be used. The City shall review such request and provide an approval or denial within thirty (30) days of receipt of the written request for use of reserves. Failure to respond within 30 days of withdrawal request shall constitute City's approval.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities.

The Borrower is responsible for all management functions with respect to the Project, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The City shall have no responsibility over management of the Project. The Borrower shall retain a professional property management company approved by the City in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required.

5.2 Management Agent; Periodic Reports.

The Project shall at all times be managed by an experienced management agent reasonably acceptable to the City, with demonstrated ability to operate residential facilities like the Project in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the City's approval the identity of any proposed Management Agent (and the City preapproves Bay Area Community Services). The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the City to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the City shall approve the proposed Management Agent by notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the City within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Performance Review.

The City reserves the right to conduct an annual (or more frequently, if deemed necessary by the City) review of the management practices and financial status of the Project. The purpose of each periodic review will be to enable the City to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower shall cooperate with the City in such reviews.

5.4 Replacement of Management Agent.

If, as a result of a periodic review, the City determines in its reasonable judgement that the Project is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the City shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, City staff and the Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Project, including, without limitation, replacement of the Management Agent.

If, after such meeting, City staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the City pursuant to Section 5.2 above.

Any contract for the operation or management of the Project entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement, and the City may enforce this provision through legal proceedings as specified in Section 6.7 below. [NTD; Borrower to confirm this provision is in existing Management Agreement]

5.5 Approval of Management Policies.

The Borrower shall submit its written management policies with respect to the Project to the City for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior Improvements, including landscaping in decent, safe and sanitary condition, and in good condition and repair (general wear and tear excepted), in accordance with (i) 24 C.F.R. Section 92.251, if applicable, and (ii) the City's Housing Code. The Housing Code and this Agreement implement 24 C.F.R. Section 92.251. Borrower shall cause the Project to be: (i) maintained in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, including but not limited to the lead-based paint requirements in 24 C.F.R. part 35; and (ii) free of all health and safety defects. Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in this section immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the City that the Development is in compliance with this section.

(c) The City will perform on-site inspections of the Project during the Term to ensure compliance with this section. The City will perform an on-site inspection within twelve months after completion of construction of the Project and at least once every three (3) years during the Term. If the Project is found to have health and safety violations, the City may perform more frequent inspections. Borrower shall cooperate in such inspections.

(d) The City places prime importance on quality maintenance to protect its investment and to ensure that all City-assisted affordable housing projects within the City are not allowed to deteriorate due to below-average maintenance. Normal wear and tear of the Project will be acceptable to the City assuming the Borrower agrees to provide all necessary improvements to assure the Project is maintained in good condition. The Borrower shall make all repairs and replacements necessary to keep the improvements in good condition and repair.

(e) In the event that the Borrower breaches any of the covenants contained in this section and such default continues for a period of ten (10) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance or thirty (30) days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever other remedy it may have at law or in equity, shall have the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the default. Pursuant to such right of entry, the City shall be permitted (but is not required) to enter upon the Property and perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, which amount shall be promptly paid by the Borrower to the City upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Lease Provisions.

(a) In leasing the City-Assisted Unit in the Project the Borrower shall use a form of Tenant lease agreement approved by the City. The lease shall not contain any provision which is prohibited by 24 CFR Section 92.253 (b) and any amendments thereto. The form of Tenant lease shall also comply with all requirements of this Agreement and the Loan Agreement, and shall, among other matters:

(1) provide for termination of the lease and consent by the Tenant to immediate eviction for failure: (i) to provide any information required under

this Agreement or reasonably requested by the Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Project in accordance with the standards set forth in this Agreement, or (ii) to qualify as an Extremely Low Income Household, as a result of any material misrepresentation made by such Tenant with respect to the income computation or certification; and

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and the Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month to month by mutual agreement of the Borrower and the Tenant, however the Rent may not be raised more often than once every twelve (12) months after such initial year. The Borrower will provide each Tenant with at least sixty (60) days' written notice of any increase in Rent applicable to such Tenant, and with such further notice as may be required by Section 2.3 above.

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.6 and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

6.2 Nondiscrimination.

All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Borrower shall not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to Extremely Low Income Households. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. SSI), age (except for lawful senior housing), ancestry, pregnancy, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

6.3 Section 8 Certificate Holders.

The Borrower will accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor shall the Borrower apply or permit the application of management policies

or lease provisions with respect to the Project which have the effect of precluding occupancy of units by such prospective Tenants.

6.4 Term.

The provisions of this Agreement shall apply to the Property for the entire Term even if the City Loan is paid in full prior to the end of the Term. This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City. The City makes the City Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.5 Notice of Expiration of Term.

At least six (6) months prior to the expiration of the Term the Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants in City-Assisted Units containing (a) the anticipated date of the expiration of the Term, (b) any anticipated Rent increase upon the expiration of the Term, (c) a statement that a copy of such notice will be sent to the City, and (d) a statement that a public hearing may be held by the City on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Housing and Community Services Manager of the City.

In addition, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Project to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Project is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Project.

6.6 Covenants to Run With the Land.

The City and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other

instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

6.7 Enforcement by the City.

If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the City has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within ninety (90) days, or such longer period as approved by the City, in writing, the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the City Loan. The City may declare a default under the City Note, accelerate the indebtedness evidenced by the City Note, and with respect to the City Loan, proceed with foreclosure under the City Deed of Trust.

(b) Action to Compel Performance or for Damages. The City may bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages.

(c) Remedies Provided Under Loan Agreement. The City may exercise any other remedy provided under the Loan Agreement.

6.8 Recording and Filing.

The City and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of Alameda County.

6.9 Governing Law.

This Agreement shall be governed by the laws of the State of California.

6.10 Waiver of Requirements.

Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

6.11 Amendments.

This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda.

6.12 Notices.

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower:

Golden Bear Homes LP
2625 Alcatraz Ave #501
Berkeley, CA 94705

Attention: MPI Homes, Administrative General Partner and Asset Manager

Copies of notices sent to Borrower shall also be sent to any limited partner of the Borrower, as applicable, if such limited partner has requested such notice and provided the City with its address.

City: City of Berkeley
2180 Milvia Street
Berkeley, CA 94704
Attention: Housing & Community Services Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability.

If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

6.14 Revival of Agreement after Foreclosure.

In the event there is a foreclosure of the Property, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Project or Property.

6.15 Third-Party Beneficiary

The City and the Borrower acknowledge and agree that the State of California Department of Housing and Community Development is an express third party beneficiary of this Agreement, that the Department has made the Homekey Grant in reliance on this Agreement, and that the Department has a direct right of enforcement against the City and/or Borrower in the event of a breach, default, or other non-


compliance under this Agreement, which right is exercisable in the Department's sole and absolute discretion.

6.16 Multiple Originals; Counterparts.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

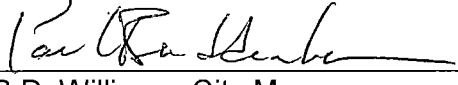
IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

APPROVED AS TO FORM:

By: 
Marc Shapp,
Deputy City Attorney

CITY:

CITY OF BERKELEY, a California charter city

By: 
B.D. Williams, City Manager
Paul S. Buddenhagen

BORROWER:

Golden Bear Homes, LP, a California Limited Partnership

By: Bay Area Community Services Housing Corp.
Its: Managing General Partner

Signed in Counterpart

Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner

Signed in Counterpart

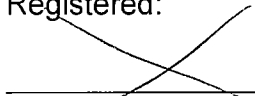
Ali R. Kashani, Member

ATTEST:



Rose Thomsen, Deputy City Clerk


Registered:



Jenny Wong, City Auditor

Registered on behalf of the City Auditor

19



Finance Department

IN WITNESS WHEREOF, the City and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

APPROVED AS TO FORM:

CITY:

CITY OF BERKELEY, a California charter city

Signed in Counterpart
By: _____
Brendan Darrow,
Assistant City Attorney

By: _____ Signed in Counterpart
B.D. Williams, City Manager

Paul S. Buddenhagen

BORROWER:

Golden Bear Homes, LP, a California Limited Partnership

By: Bay Area Community Services Housing Corp.
Its: Managing General Partner

Jamie Almanza

Jamie Almanza, CEO

executed in counterpart

By: MPI Golden Bear LLC
Its: Administrative General Partner

Signed in Counterpart

Ali R. Kashani, Member

ATTEST:

Signed in Counterpart

Rose Thomsen, Deputy City Clerk

Registered:

Jenny Wong , City Auditor

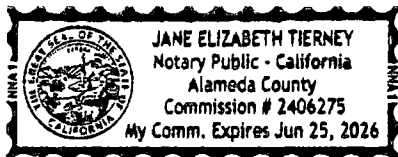
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

On JULY 19th 2022, before me, JANE ELIZABETH TIERNEY, Notary Public, personally appeared PAUL S. BUDDENHAGEN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Jane Elizabeth Tierney
Name: JANE ELIZABETH TIERNEY
Notary Public

Tierney Notary Services
825 Miramar Ave Berkeley, CA 94707
510-289-9057

JANE ELIZABETH TIERNEY
Notary Public - California
Alameda County
Commission # 2406275
My Comm. Expires Jun 25, 2026

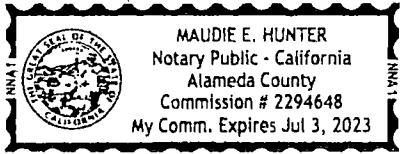
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA)

On JULY 6, 2022, before me, MAUDIE E. HUNTER,
Notary Public, personally appeared JAMIE ALMANZA,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that
he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by
his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Maudie E. Hunter
Name: MAUDIE E. HUNTER
Notary Public

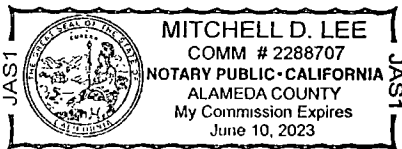
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On June 9 2022, before me, M. R. Kashani Mitchell D. Lee,
Notary Public, personally appeared M. R. Kashani,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]
Name: Mitchell D. Lee
Notary Public

EXHIBIT A
(Legal Description)

Real property in the City of Berkeley, County of Alameda, State of California, described as follows:

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

Beginning at a point on the Western line of San Pablo Avenue distant thereon Southerly 286.9 feet from the intersection thereof with the Southern line of Cedar Street (formerly Holyoke Street) as said avenue and street are shown on the map hereinafter referred to; said point also being the Southerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Westerly and parallel with said line of Cedar Street along said before mentioned Southerly line, 135 feet; thence Northerly parallel with said line of San Pablo Avenue 286.9 feet to the Southerly line of Cedar Street, said point also being the Northerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Easterly parallel with said line of Cedar Street and along said before mentioned Northerly line, 135 feet to the Westerly line of San Pablo Avenue; thence Southerly along said Westerly line of San Pablo Avenue to the point of beginning. Being a portion of Block "A" as said block is shown on the map entitled "Map of Tract "B" of the Berkeley L.T.I. Association", etc., filed February 4, 1876, Map Book 19, Page 79, Alameda County Records.

Commonly known as 1620 San Pablo Avenue, Berkeley, California

APN: 058-2128-003-01

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Berkeley
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attention: Housing & Community
Services Manager



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00

ELECTRONICALLY RECORDED

No fee for recording pursuant to
Government Code Section 27383

**DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND
FIXTURE FILING**

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of this 15th day of June, 2022, by and among Golden Bear Homes LP, a California limited partnership ("Trustor"), and Old Republic Title Company ("Trustee"), a California corporation, and the City of Berkeley, a charter city ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Alameda, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Berkeley
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attention: Housing & Community
Services Manager

No fee for recording pursuant to
Government Code Section 27383

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TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING:

A. Payment of just indebtedness of Trustor to Beneficiary as set forth in the Note (defined in Article 1 below) until paid or cancelled. Said principal and other payments shall be due and payable as provided in the Note. Said Note and all its terms are incorporated herein by reference, and this conveyance shall secure any and all extensions thereof, however evidenced; and

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents (defined in Section 1.2 below).

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1: DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the following meanings in this Deed of Trust:

Section 1.1 The term "Loan Agreement" means that certain Development Loan Agreement between Trustor and Beneficiary, of even date herewith, providing for the Beneficiary to loan to the Trustor Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) for the acquisition, development and operation of permanent supportive housing on the Property.

Section 1.2 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement and any other debt, loan or security instruments between Trustor and the Beneficiary relating to the Property.

Section 1.3 The term "Note" means that certain promissory note in the amount of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) of even date herewith executed by the Trustor in favor of the Beneficiary, the payment of which is secured by this Deed of Trust. (Copies of the Note are on file with the Beneficiary and terms and provisions of the Note are incorporated herein by reference.).

Section 1.4 The term "Principal" means the aggregate of the amounts required to be paid under the Note.

Section 1.5 The term "Regulatory Agreement" means the regulatory agreement of even date herewith by and between Beneficiary and Trustor.

ARTICLE 2:
MAINTENANCE AND MODIFICATION OF
THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment of the sum owed under the Note, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition, general wear and tear excepted. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) calendar days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security of any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary shall exercise its rights as agent of Trustor only in the event that Trustor shall fail to take, or shall fail to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary shall specify upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) calendar days after the filing of any claim of lien, record in the Office of the Recorder of Alameda County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and

telegraph, or those required by law. As to these exceptions, Beneficiary will grant and/or direct the Trustee to grant such easements.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the uncured breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the sums secured by this Deed of Trust with the balance, so long as no such breach has occurred, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the uncured breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor shall contain a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further

covenant that Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's uncured breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver shall be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the uncured breach by Trustor of any covenant or agreement of Trustor in the Loan Documents shall be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Deed of Trust pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts shall be payable upon notice from Beneficiary to Trustor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in Section 3.3.

Any entering upon and taking and maintaining of control of the Property by Beneficiary or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Beneficiary under applicable law or provided herein. This assignment of rents of the Property shall terminate at such time as this Deed of Trust ceases to secure indebtedness held by Beneficiary.

ARTICLE 3:
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges may be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 shall not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid and all other obligations secured hereunder fulfilled, and this Deed of Trust reconveyed.

All such insurance policies and coverages shall be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefor at any time prior to the Beneficiary's receipt of the entire Principal and all amounts secured by this Deed of Trust.

Section 3.3 Advances.

In the event the Trustor shall fail to maintain the full insurance coverage required by this Deed of Trust or shall fail to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) calendar days prior notice to Trustor, may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

ARTICLE 4: DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or in any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property ("Funds") are hereby assigned to and shall be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary shall determine at its sole option. The Beneficiary shall be entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. All or any part of the amounts so collected and recovered by the Beneficiary may be released to Trustor upon such conditions as the Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust. The rights of the Beneficiary under this Section 4.1 are subject to the rights of any senior mortgage lender. Notwithstanding the provisions of this Section, the Beneficiary shall release the Funds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that Trustor has sufficient funds to rebuild.

ARTICLE 5:
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES;
PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined below) hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall be added to the indebtedness secured by the lien of this Deed of Trust, and shall bear interest from the date such expenses are incurred at the lesser of ten percent (10%) per annum or the maximum rate permitted by law.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust shall be deemed to be fixtures and part of the real property and this Deed of Trust shall constitute a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust shall constitute a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor agrees to perform all acts which the Beneficiary may reasonably request so as to enable the Beneficiary to maintain such valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such

financing statement in any jurisdiction(s) as it shall deem appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, and subject to the rights of tenants under existing leases, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Security.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants shall run with the land.

ARTICLE 6:
HAZARDOUS WASTE

Trustor shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Trustor shall not use, generate, manufacture, store or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials") except such of the foregoing as are used in construction of the improvements on the Property or as may be customarily kept and used in and about residential property.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Trustor. Trustor shall indemnify and hold harmless Beneficiary and its councilmembers, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property including without limitation: (a) all foreseeable consequential damages; (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees.

Without Beneficiary's prior written consent, which shall not be unreasonably withheld, Trustor shall not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgement, impair the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor shall notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, (ii) Trustor will or may be subjected to civil or criminal sanctions

or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the default rate specified in the Loan Agreement, until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7:
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following shall constitute Events of Default following the expiration of any applicable notice and cure periods: (1) failure to make any payment to be paid by Trustor under the Loan Documents; (2) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; or (3) failure to make any payment or perform any of Trustor's other covenants, agreements, or obligations under any other debt instruments or regulatory agreement secured by the Property; which default shall not be cured within the times and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default shall have occurred and be continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and the unpaid Principal of the Note shall immediately become due and payable, upon written notice by the Beneficiary to the Trustor (or automatically where so specified in the Loan Documents), and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any Event of Default or Notice of Default (as defined below) hereunder or invalidate any act done in response to such Default or pursuant to such Notice of Default and, notwithstanding the continuance in possession of the Security, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the

Security to be sold ("Notice of Default and Election to Sell"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Alameda County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall give notice to the Trustee (the "Notice of Sale") and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which shall be deemed to constitute evidence that the unpaid principal amount of the Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and Election to Sell and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other amounts owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder or a consent to or waiver of any subsequent breach or obligation. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any

subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary shall have power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under the Note or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

**ARTICLE 8:
MISCELLANEOUS**

Section 8.1 Amendments.

This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all sums secured hereby have been paid or forgiven, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust, it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary shall be addressed to:

City of Berkeley
2180 Milvia Street, 2nd Floor
Berkeley, CA 94704
Attention: Housing and Community Services Manager

and (2) if intended for Trustor shall be addressed to:

Golden Bear Homes LP
2625 Alcatraz Ave #501
Berkeley, CA 94705
Attention: MPI Homes

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) calendar days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of

Trustor shall be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage shall also refer to a deed of trust and any reference to a deed of trust shall also refer to a mortgage.

Section 8.10 Actions.

Trustor agrees to appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such

appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action of proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

Golden Bear Homes LP,
a California limited partnership

By: Bay Area Community Services Housing
Corp.

Its: Managing General Partner



Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner

Signed in Counterpart

Ali R. Kashani, Member

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

Golden Bear Homes LP,
a California limited partnership

By: Bay Area Community Services Housing
Corp.

Its: Managing General Partner


executed in counterpart

Signed in Counterpart

Jamie Almanza, CEO

By: MPI Golden Bear LLC

Its: Administrative General Partner



Ali R. Kashani, Member

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

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

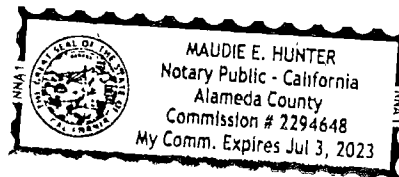
On July 6 2022, before me, MAUDIE E. HUNTER,
Notary Public, personally appeared JAMIE ALMANZA, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Maudie E. Hunter
Signature of Notary

(Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

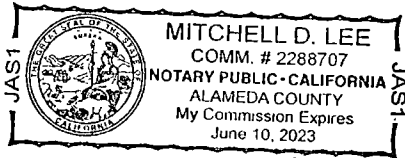
State of California
County of Alameda

On June 9 2022 before me, Mitchell D. Lee Notary Public,
personally appeared Ali R. Kashani

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

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Deed - F Trust Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer's Name: _____

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

EXHIBIT A
Legal Description of Property

Real property in the City of Berkeley, County of Alameda, State of California, described as follows:

The land referred to is situated in the County of Alameda, City of Berkeley, State of California, and is described as follows:

Beginning at a point on the Western line of San Pablo Avenue distant thereon Southerly 286.9 feet from the intersection thereof with the Southern line of Cedar Street (formerly Holyoke Street) as said avenue and street are shown on the map hereinafter referred to; said point also being the Southerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Westerly and parallel with said line of Cedar Street along said before mentioned Southerly line, 135 feet; thence Northerly parallel with said line of San Pablo Avenue 286.9 feet to the Southerly line of Cedar Street, said point also being the Northerly line of that certain property deeded to Ernest J. Latapie et ux by Deed recorded February 9, 1971, Reel 2784, Image 454, Alameda County Records; running thence Easterly parallel with said line of Cedar Street and along said before mentioned Northerly line, 135 feet to the Westerly line of San Pablo Avenue; thence Southerly along said Westerly line of San Pablo Avenue to the point of beginning. Being a portion of Block "A" as said block is shown on the map entitled "Map of Tract "B" of the Berkeley L.T.I. Association", etc., filed February 4, 1876, Map Book 19, Page 79, Alameda County Records.

Commonly known as 1620 San Pablo Avenue, Berkeley, California

APN: 058-2128-003-01

PROMISSORY NOTE

\$8,463,535

Berkeley, California
June 15, 2022

FOR VALUE RECEIVED, the undersigned Golden Bear Homes LP, a California limited partnership ("Borrower") whose address is 2625 Alcatraz Ave #501, Berkeley, CA 94705, hereby promises to pay to the order of the City of Berkeley, a California charter city (the "City"), whose address is 2180 Milvia Street, Berkeley, California, Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) (or so much as has been advanced) plus interest thereon as set forth below.

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay City the principal sum of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) plus interest thereon for the funds loaned to Borrower by City to finance the development of the Property pursuant to the Development Loan Agreement between Borrower and City of even date herewith (the "Loan Agreement"). All capitalized terms not otherwise defined in this Note shall have the meanings set forth in the Loan Agreement.

2. Interest.

The Loan shall bear simple interest at the rate of three percent (3%) per annum from the date of disbursement.

3. Term and Repayment Requirements. The term of this Note (the "Term"), shall commence with the date of this Note and shall expire on the date which is fifty-five (55) years from the completion date, provided that if such date cannot be determined, the Term shall expire on the date which is 57 years following the date of this Note. This Note shall be due and payable as set forth in Section 2.10 of the Loan Agreement.

4. No Assumption. Except as permitted in the Loan Documents, this Note shall not be assumable by the successors and assigns of Borrower without the prior written consent of City.

5. Security. This Note is to be secured by a Deed of Trust with Assignment of Rents and Security Agreement (the "Deed of Trust") on the Property, wherein Borrower is the Trustor and City is the Beneficiary.

7. Terms of Payment.

(a) All payments due under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note shall be paid to City at the address set forth above or to such other place as City of this Note may from time to time designate.

(c) All payments on this Note shall be without expense to City, and Borrower agrees to pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of City, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest which would exceed the amount that City may legally charge under the laws of the State of California, then the amount by which payments exceeds the lawful interest rate shall automatically be deducted from the principal balance owing on this Note, so that in no event shall Borrower be obligated under the terms of this Note to pay any interest which would exceed the lawful rate.

(e) This Note shall be nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement.

8. Default.

(a) Any of the following shall constitute an event of default under this Note:

(i) Any failure to pay, in full, any payment required under this Note within ten (10) calendar days of written notice that such payment is due;

(ii) Any failure in the performance by Borrower of any term, condition, provision or covenant set forth in this Note subject to the notice and cure period set forth in the Loan Agreement;

(iii) The occurrence of any event of default under the Loan Agreement, the Deed of Trust, or the Regulatory Agreement, or other instrument securing the obligations of Borrower under this Note or under any other promissory notes hereafter issued by Borrower to City pursuant to the Loan Agreement or the Deed of Trust, subject to notice and cure periods, if any, set forth therein.

(b) Upon the occurrence of such an event of default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust shall at the option of City become immediately due and payable upon written notice by City to Borrower without further demand.

(c) The failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of default shall not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other default. The acceptance by City hereof of any payment which is less than the total of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of City, except as and to the extent otherwise provided by law.

9. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that City may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person now or hereafter liable for payment of this note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

10. Miscellaneous Provisions.

(a) All notices to City or Borrower shall be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as City and Borrower may hereinafter designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by City in the enforcement of the provision of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

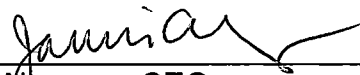
(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

BORROWER:

Golden Bear Homes LP,
a California limited partnership

By: Bay Area Community Services Housing
Corp.
Its: Managing General Partner



Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner

Ali R. Kashani, Member

Date Signed:

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note shall be governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder shall be strictly construed, time being of the essence.

(f) This document, together with the Loan Documents, contains the entire agreement between the parties as to the Loan. It may not be modified except upon written consent of the parties.

BORROWER:

BORROWER:

Golden Bear Homes, LP, a California Limited Partnership

By: Bay Area Community Services Housing Corp.
Its: Managing General Partner

Jamie Almanza, CEO

By: MPI Golden Bear LLC
Its: Administrative General Partner


Ali R. Kashani, Member

GOLDEN BEAR HOMEKEY COOPERATION AGREEMENT

THIS HOMEKEY (the "**Agreement**") is made and entered into as of June 1, 2022, between the City of Berkeley, a charter city ("**City**"), Golden Bear Homes, LP ("**Developer**"), upon the basis of the following facts, understanding and intentions of the Developer and City (each a "**Party**", collectively, "**Parties**"):

A. The State of California, Department of Housing and Community Development ("**HCD**") issued a Notice of Funding Availability dated September 9, 2021 (the "**Homekey 2.0 NOFA**"), under the Homekey Program ("**Homekey**") Program established Health and Safety Code 50675.1.3.

B. The Developer jointly applied with the City for Homekey funds in response to the Homekey 2.0 NOFA to provide funding for: (A) acquisition and rehabilitation of a motel to convert into an affordable housing project ("**Housing Project**") located at 1620 San Pablo Avenue, Berkeley, California ("**Housing Project**"); and (B) the operation of the Housing Project as permanent supportive housing for households experiencing or at-risk of homelessness. These improvements are described in more detail in the final application that was submitted by the Developer and City (collectively, the "**Homekey Application**").

C. HCD awarded the Housing Project an aggregate amount of \$16,187,200 in funds consisting of: (A) \$13,505,944 of acquisition/capital Homekey funds for the purpose of purchasing the Housing Project and performing the rehabilitation and; (B) \$2,251,256 of the operating Homekey funds for the purpose of operating the Housing Project; C) an additional \$430,000 of operating Homekey funds that will be provided if 90% occupancy is achieved by December 11, 2022. The Homekey funds shall be referred to collectively as the "**Homekey Funds**". HCD is expected to deposit all the Homekey Funds into escrow account held by a title company at one time. The City will approve draws from escrow for the acquisition and rehabilitation, and the operating funds will be deposited into a bank account controlled by the City and Developer. Withdrawals from the operating funds account will be approved by the City prior to being withdrawn by the Developer.

D. To provide the necessary funding and the match required by HCD, the City is providing the Developer Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) for the Housing Project ("**City Funds**"). Of this amount, Six Million Six Thirty-Eight Thousand One Hundred Sixty (\$6,638,160) is for the acquisition and rehabilitation of the Housing Project and Two Million Ninety-Five Thousand Three Hundred Seventy Five (\$2,095,375) are operating funds.

E. The City and Developer, as joint-applicants, are required to enter into a Homekey standard agreement ("**Standard Agreement**") in order to comply with the specific Homekey Program. The Standard Agreement includes the requirements, deadlines, and disbursement procedures.

F. HCD requires the City and Developer to execute a Regulatory Agreement that restricts the 43 units at 30% Area Median Income for the target population. The

Regulatory Agreement must name HCD as a beneficiary and be recorded in first lien position. In addition, the City requires the Developer to execute a Deed of Trust, Development Loan Agreement, and Promissory Note for the City Funds. The Standard Agreement, Regulatory Agreement, Deed of Trust, Development Loan Agreement, and the City will collectively be referred to as (the "**Documents**").

G. The City and Developer, as joint-applicants, will have obligations under the Standard Agreement. The Developer, as the applicant with the development experience, is responsible for all aspects of managing the project including, but not limited to: meeting the Standard Agreement deadlines, managing the acquisition, securing permits for the rehabilitation, procuring and managing contractors, managing the rehabilitation, and complying with regulatory requirements.

H. The City shall promptly respond to the Developer and HCD for requests, review of documents, payment of draw requests, submission of reports, and execution of documents.

I. The City and Developer each acknowledge and agree that the inability or failure by either Party to fully and timely complete each Party's respective obligations required by the Documents may affect the timing and right of the Housing Project to receive disbursement of Homekey Funds due the other Party notwithstanding the other Party's full and timely performance of its obligations.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

AGREEMENT

1. **Obligations**. The City shall, execute the Documents, as appropriate, submit required reports to HCD, and approve funding requests ("**City's Obligations**"). The Developer, shall execute Documents, provide information necessary to complete required reports, comply with the requirements in the Documents, and manage the project during the development period and during operations ("**Developer Obligations**"). Each Party will provide the other Party with copies of all requisitions for work related to their respective work, the certificate of occupancy, and other documents related to their respective work that the other Party may reasonably request.

2. **Schedule of Performance; Progress Reports**. The Developer and the City shall comply with the schedule of performance set forth in **Exhibit A** attached hereto for the completion of their respective obligations hereunder (the "**Schedule of Performance**") as such Schedule of Performance may be modified or adjusted in the Documents, provided, however, the City shall not be obligated to comply with any changes to the Schedule of Performance included within the Documents unless the City has consented to such changes. The Developer agrees to give the City a written monthly status report on the progress toward the milestones listed in **Exhibit A**, i.e., the Developer will report on the Developer's progress on the Developer Obligations. If the Developer anticipates not meeting the milestones as established in the Documents, the Developer

will promptly notify the City in writing and will meet with the City to discuss the reasons why the milestone dates may not be met and what actions the Developer intends to take to meet the milestones or otherwise rectify the work schedule in order to maintain good standing with the terms and conditions established in the Documents.

3. Delegation. Notwithstanding the obligations of each Party under this Agreement, subject to compliance with any other agreements between or among the Parties, each Party shall be entitled to enter into sub-agreements with each other or with other parties to provide any assistance or services needed for each Party to perform its obligations under this Agreement and the Documents, provided, however, that each Party shall remain jointly liable for performance of its obligations with any subcontractor or third party authorized under this paragraph and neither Party shall completely assign its interests and obligations under this Agreement unless mutually agreed by the Parties in writing.

4. Cost Overruns. Provided that the City has disbursed the Homekey Funds and City Funds to Developer for the Developer Obligations as described herein, Developer shall be responsible for paying all costs required to complete the Developer Obligations, irrespective of whether such costs exceed the Homekey Funds or City Funds.

5. Disbursement of Homekey Funds. Developer and City agree that the Homekey Funds shall be deposited into an escrow account, and disbursed to the Developer, upon approval by the City. Further, failure of Developer to timely submit draw requests to the City or to disburse any funds received for the Housing Project within fourteen days shall be a default under this Agreement.

6. Implementation Agreements. The Parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement, the Documents, implementation agreements, or estoppel certificates necessary to provide reasonable assurances and indemnifications. The Developer recognizes that any such amendments to this Agreement, implementation agreements, or estoppel certificates may require City Council approval.

7. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Berkeley
Office of City Manager
2180 Milvia Street
Berkeley, CA 94704
Attention: City Manager

With a copy to: City of Berkeley
Office of City Attorney

2180 Milvia Street, 4th Floor
Berkeley, CA 94704
Attention: City Attorney

To Developer: Golden Bear Homes, LP
2625 Alcatraz Avenue, Suite #501
Berkeley, CA 94705
Attention: MPI Administrative General Partner and
Asset Manager

8. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) A Party fails to perform any of its obligations under this Agreement, and does not cure such failure within thirty (30) days after written notice of such failure has been delivered to the defaulting Party in accordance with Section 7 above; or

(b) A Party purports to revoke this Agreement for any reason.

9. Termination. This Agreement shall terminate upon the earlier of: (i) completion of all obligations under the Documents; or (ii) mutual agreement of the Parties hereto.

10. Miscellaneous.

(a) Nothing in this Agreement shall be construed to limit any claim or right which any Party may otherwise have at any time against any indemnitor or any other person arising from any source other than this Agreement, including any claim for fraud, misrepresentation, waste, or breach of contract other than this Agreement, and any rights of contribution or indemnity under any federal or state environmental law or any other applicable law, regulation, or ordinance.

(b) If any Party delays in exercising or fails to exercise any right or remedy against a Party, that alone shall not be construed as a waiver of such right or remedy. All remedies of any Party against the other Party are cumulative.

(c) This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective representatives, heirs, executor, administrators, successors, and assigns. This Agreement may not be amended except by a written instrument executed by the Parties hereto. If any provision of this Agreement or any application thereof is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of other provisions of this Agreement or of any other application of such provision shall not be affected thereby.

(d) This Agreement shall be deemed to have been delivered and accepted in the State of California and governed exclusively by the internal substantive laws of the State of California as the same may exist at the date hereof. The Parties hereto hereby agree that any action hereon between the Parties hereto and their

successors in interest shall be maintained in the Superior Court for the County of Alameda, and consent to the jurisdiction of such court for the purposes connected herewith.

(e) Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

(f) This Agreement may be executed in multiple counterpart copies, any one of which when duly executed, with all formalities hereof, shall be fully binding and effective as the original of this Agreement.

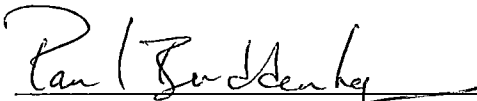
(g) This Agreement shall be effective as of the date first written above, provided.

[Signatures on following page]

Each of the undersigned hereby executes this Agreement in the spaces provided below to evidence their respective agreement to the terms of this Agreement.

CITY:

CITY OF BERKELEY, a charter city

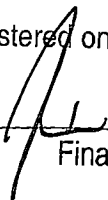
By: 
Name: B.D. Williams,
Title: City Manager
Date: 7/19/22

Approved as to Form:


Name: Marc Shapp
Title: Deputy City Attorney

ATTEST FOR THE CITY OF BERKELEY

DEPUTY CITY CLERK

Registered on behalf of the City Auditor:

Finance Department

DEVELOPER:

**GOLDEN BEAR HOMES, LP,
a California limited partnership**

By: MPI Golden Bear LLC,
a California limited liability company,
its Administrative General Partner

By: 

Ali R. Kashani
Sole Member

By: Bay Area Community Services Housing Corporation,
a California nonprofit public benefit corporation,
its Managing General Partner

By: _____
Jamie Almanza
Chief Executive Officer

DEVELOPER:

**GOLDEN BEAR HOMES, LP,
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By: MPI Golden Bear LLC,
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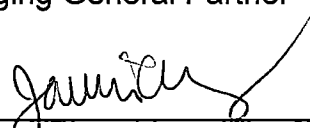
By:  _____
Jamie Almanza
Chief Executive Officer

EXHIBIT A

Schedule of Performance

Milestone Schedule	Date
Completion Date Capital funds must be fully expended	December 11, 2022
The Project's escrow must be closed, and the capital funds must be fully expended.	December 11, 2022
All Homekey-funded construction or rehabilitation must be completed.	April 11, 2023
Full occupancy by the Target Population must be accomplished in accordance with the descriptions and representations set forth in the Application.	December 11, 2022
A copy of Grantee's written nondiscrimination policy (in accordance with Exhibit D of the Standard Agreement) must be submitted to the Department.	December 11, 2022
A draft Regulatory Agreement or other use restriction must be submitted to the Department for review and approval.	December 11, 2022
A Department-approved Regulatory Agreement or other use restriction must be recorded against the Project real property as specified and described in the NOFA and the Standard Agreement.	April 11, 2023
Homekey-funded operating funds must be fully expended	June 30, 2026
A Homekey Program and Expenditure Report must be submitted to the Department as specified and described in the NOFA.	January 31 – Each year for five (5) years following the Effective Date of the Standard Agreement

COMPLETION GUARANTY
Golden Bear Homes-Homekey

THIS COMPLETION GUARANTY ("**Guaranty**") is made as of June 15, 2022, by BAY AREA COMMUNITY SERVICES HOUSING CORPORATION AND MEMAR PROPERTIES, INC., (collectively, "**Guarantor**") in favor of the CITY OF BERKELEY, a charter city ("**City**").

RECITALS

A. Pursuant to the terms of a loan agreement between GOLDEN BEAR HOMES, LP ("**Borrower**") and City of even date herewith ("**Loan Agreement**"), City has agreed to loan to Borrower the principal sum of Eight Million Four Hundred Sixty-Three Thousand Five Hundred Thirty-Five Dollars (\$8,463,535) ("**Loan**") for the purposes specified in the Loan Agreement, which purposes include the construction or rehabilitation of certain improvements ("**Improvements**") described in plans and specifications required by the Loan Agreement ("**Plans and Specifications**") upon real property described in the Loan Agreement ("**Property**").

B. The Loan Agreement provides that the Loan shall be evidenced by a promissory note ("**Note**") executed by Borrower payable to the order of City in the principal amount of the Loan and shall be secured by a deed of trust on the Property ("**Deed of Trust**") and by other security instruments, if any, specified in the Loan Agreement. The term "**Loan Documents**" for purposes hereof shall mean the Loan Agreement, the Deed of Trust, the Note and those other documents described in the Loan Agreement as Loan Documents.

THEREFORE, to induce City to enter into the Loan Agreement and to make the Loan, and in consideration thereof, Guarantors unconditionally guarantee and agree as follows:

1. **Guaranty.** Guarantor hereby guarantees the performance by Borrower of all the terms and provisions of the Loan Agreement pertaining to Borrower's obligations with respect to the construction or rehabilitation of the Improvements. Without limiting the generality of the foregoing, Guarantor guarantees that: (a) construction of the Improvements shall commence and be completed within the time limits set forth in the Loan Agreement, unless approved by City in writing; (b) the Improvements shall be constructed and completed in accordance with the Plans and Specifications and the other provisions of the Loan Documents, without substantial deviation therefrom unless approved by City in writing; (c) the Improvements shall be constructed or rehabilitated and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Improvements shall be paid when due (collectively, the "**Completion Obligations**"). Guarantor shall assume responsibility for and shall fully perform the Completion Obligations promptly upon receiving written notice from the City that Borrower has failed to perform any of such obligations in accordance with the Loan Documents.

2. **Availability of Loan Funds.** If City has sent Guarantor notice to perform Borrower's obligation to complete the Improvements under the terms required by the Loan Documents following Borrower's failure to so perform, City shall make any undisbursed Loan proceeds available to Guarantor for the purpose of fulfilling Guarantor's obligations hereunder so long as: (a) Guarantor is not in default under this Guaranty; (b) Guarantor cures any outstanding default under the Loan Documents and thereafter performs the obligations assumed by Guarantor under this Guaranty; and (c) all conditions of the Loan Documents to the disbursement of Loan funds are satisfied, other than conditions relating to Borrower's failure to fulfill the Completion Obligations.

3. **Remedies.** If Guarantor fails to promptly perform its obligations under this Guaranty, City shall have the following remedies:

(a) At City's option, and without any obligation to do so, to proceed to perform on behalf of Guarantor any or all of Guarantor's obligations hereunder and Guarantor shall, upon demand and whether or not construction or rehabilitation is actually completed by City, pay to City all sums expended by City in performing Guarantor's obligations hereunder together with interest thereon at the highest rate specified in the Note; and

(b) From time to time and without first requiring performance by Borrower or exhausting any or all security for the Loan, to bring any action at law or in equity or both to compel Guarantor to perform its obligations hereunder, and to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by City as a direct or indirect consequence of the failure of Guarantor to perform its obligations together with interest thereon at the rate of interest applicable to the principal balance of the Note.

(c) If Guarantor fails to promptly perform its obligations under this Guaranty, Lender may from time to time, and without first requiring performance by Borrower or exhausting any or all security for the Loan, bring any action at law or in equity or both to compel Guarantor to perform its obligations hereunder, and to collect in any such action compensation for all loss, cost, damage, injury and expense sustained or incurred by Lender as a direct or indirect consequence of the failure of Guarantor to perform its obligations together with interest thereon at the rate of interest applicable to the principal balance of the Note.

4. **Rights Of City.** Guarantor authorizes City, without giving notice to Guarantor or obtaining Guarantor's consent and without affecting the liability of Guarantor, from time to time to: (a) approve modifications to the Plans and Specifications so long as such modifications do not materially increase the cost of constructing the Improvements nor materially increase the time necessary to complete the Improvements; (b) change the terms or conditions of disbursement of the Loan so long as such changes do not materially interfere with Borrower's ability to construct the Improvements as and when required under the Loan Agreement; (c) otherwise modify the Loan Documents, including, without limitation, making changes in the terms of repayment of the Loan or modifying, extending or renewing payment dates; releasing or subordinating security in

whole or in part; changing the interest rate; or advancing additional funds in its discretion for purposes related to the purposes specified in the Loan Agreement; or (d) assign this Guaranty in whole or in part.

5. **Guarantor's Waivers.** Guarantor waives: (a) any defense based upon any legal disability or other defense of Borrower, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Borrower from any cause other than full payment and performance of those obligations of Borrower which are guaranteed hereunder; (b) any defense based upon any lack of authority of the officers, directors, partners or agents acting or purporting to act on behalf of Borrower or any principal of Borrower or any defect in the formation of Borrower or any principal of Borrower; (c) any defense based upon the application by Borrower of the proceeds of the Loan for purposes other than the purposes represented by Borrower to City or intended or understood by City or Guarantor; (d) any and all rights and defenses arising out of an election of remedies by City, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise; (e) any defense based upon City's failure to disclose to Guarantor any information concerning Borrower's financial condition or any other circumstances bearing on Borrower's ability to pay and perform its obligations under the Note or any of the other Loan Documents; (f) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (g) any defense based upon City's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111(b)(2) of the Federal Bankruptcy Code or any successor statute; (h) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code; (i) any right of subrogation, any right to enforce any remedy which City may have against Borrower and any right to participate in, or benefit from, any security for the Note or the other Loan Documents now or hereafter held by City; (j) presentment, demand, protest and notice of any kind; and (k) the benefit of any statute of limitations affecting the liability of Guarantor hereunder or the enforcement hereof. Guarantor further waives any and all rights and defenses that Guarantor may have because Borrower's debt is secured by real property; this means, among other things, that: (1) City may collect from Guarantor and otherwise enforce this Guaranty without first foreclosing on any real or personal property collateral pledged by Borrower; (2) if City forecloses on any real property collateral pledged by Borrower, then (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, and (B) City may collect from Guarantor even if City, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Borrower. The foregoing sentence is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Borrower's debt is secured by real property. These rights and defenses being waived by Guarantor include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d or 726 of the California Code of Civil Procedure. Without limiting the generality of the foregoing or any other provision hereof, Guarantor further expressly waives to the extent permitted by law any and all rights and defenses, including without limitation any

rights of subrogation, reimbursement, indemnification and contribution, which might otherwise be available to Guarantor under California Civil Code Sections 2787 to 2855, inclusive, 2899 and 3433, or under California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any of such sections. Finally, Guarantor agrees that the performance of any act or any payment which tolls any statute of limitations applicable to the Loan Documents shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder.

6. **Guarantor's Warranties.** Guarantor warrants and acknowledges that: (a) City would not make the Loan but for this Guaranty; (b) Guarantor has reviewed all of the terms and provisions of the Loan Agreement, Plans and Specifications and the other Loan Documents; (c) there are no conditions precedent to the effectiveness of this Guaranty; (d) Guarantor has established adequate means of obtaining from sources other than City, on a continuing basis, financial and other information pertaining to Borrower's financial condition, the Property, the progress of construction of the Improvements, and the status of Borrower's performance of its obligations under the Loan Documents, and City has made no representation to Guarantor as to any such matters; (e) the most recent financial statements of Guarantor previously delivered to City are true and correct in all respects, have been prepared in accordance with generally accepted accounting principles consistently applied (or other principles acceptable to City) and fairly present the financial condition of Guarantor as of the respective dates thereof, and no material adverse change has occurred in the financial condition of Guarantor since the respective dates thereof; and (f) Guarantor has not and will not, without the prior written consent of City, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of Guarantor's assets, or any interest therein, other than in the ordinary course of Guarantor's business.

7. **Subordination.** Guarantor subordinates all present and future indebtedness owing by Borrower to Guarantor to the obligations at any time owing by Borrower to City under the Note and the other Loan Documents. Guarantor assigns all such indebtedness to City as security for this Guaranty, the Note and the other Loan Documents. Guarantor agrees to make no claim for such indebtedness until all obligations of Borrower under the Note and the other Loan Documents have been fully discharged. Guarantor further agrees not to assign all or any part of such indebtedness unless City is given prior notice and such assignment is expressly made subject to the terms of this Guaranty. If City so requests: (a) all instruments evidencing such indebtedness shall be duly endorsed and delivered to City; (b) all security for such indebtedness shall be duly assigned and delivered to City; (c) such indebtedness shall be enforced, collected and held by Guarantor as trustee for City and shall be paid over to City on account of the Loan but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty; and (d) Guarantor shall execute, file and record such documents and instruments and take such other action as City deems necessary or appropriate to perfect, preserve and enforce City's rights in and to such indebtedness and any security therefor. If Guarantor fails to take such action, City, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor. The foregoing power of attorney is coupled with an interest and cannot be revoked.

8. **Bankruptcy of Borrower.** In any bankruptcy or other proceeding in which the filing of claims is required by law, Guarantor shall file all claims which Guarantor may have against Borrower relating to any indebtedness of Borrower to Guarantor and shall assign to City all rights of Guarantor thereunder. If Guarantor does not file any such claim, City, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor or, in City's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of City's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. City or its nominee shall have the right, in its reasonable discretion, to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to City the amount payable on such claim and, to the full extent necessary for that purpose, Guarantor hereby assigns to City all of Guarantor's rights to any such payments or distributions; provided, however, Guarantor's obligations hereunder shall not be satisfied except to the extent that City receives cash by reason of any such payment or distribution. If City receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, the obligations of Guarantor hereunder shall continue and shall remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from City as a preference, fraudulent transfer or otherwise under the Bankruptcy Code or other similar laws, irrespective of: (a) any notice of revocation given by Guarantor prior to such avoidance or recovery; or (b) full payment and performance of all of the indebtedness and obligations evidenced and secured by the Loan Documents.

9. **Additional, Independent and Unsecured Obligations.** The obligations of Guarantor hereunder shall be in addition to and shall not limit or in any way affect the obligations of Guarantor under any other existing or future guaranties unless said other guaranties are expressly modified or revoked in writing. This Guaranty is independent of the obligations of Borrower under the Note, the Deed of Trust and the other Loan Documents. City may bring a separate action to enforce the provisions hereof against Guarantor without taking action against Borrower or any other party or joining Borrower or any other party as a party to such action. Except as otherwise provided in this Guaranty, this Guaranty is not secured and shall not be deemed to be secured by any security instrument unless such security instrument expressly recites that it secures this Guaranty.

10. **Attorneys' Fees; Enforcement.** If any attorney is engaged by City to enforce or defend any provision of this Guaranty, or any of the other Loan Documents relating to the construction or rehabilitation of the Improvements, or as a consequence of any Default, breach or failure of condition under the Loan Documents relating to the construction or rehabilitation of the Improvements, with or without the filing of any legal action or proceeding, Guarantor shall pay to City, immediately upon demand all attorneys' fees and costs incurred by City in connection therewith, together with interest thereon from the date of such demand until paid at the rate of interest applicable to the principal balance of the Note as specified therein.

11. **Rules of Construction.** The word "Borrower" as used herein shall include both the named Borrower and any other person at any time assuming or otherwise becoming primarily liable for all or any part of the obligations of the named Borrower under the Note and the other Loan Documents. The term "person" as used herein shall include any individual, company, trust or other legal entity of any kind whatsoever. If this Guaranty is executed by more than one person, the term "Guarantor" shall include all such persons. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and vice versa. All headings appearing in this Guaranty are for convenience only and shall be disregarded in construing this Guaranty.

12. **Credit Reports.** Each legal entity and individual obligated on this Guaranty hereby authorizes City to order and obtain, from a credit reporting agency of City's choice, a third party credit report on such legal entity and individual.

13. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of California applicable to contracts made and wholly performed in that State, except to the extent preempted by federal laws. Guarantor and all persons and entities in any manner obligated to City under this Guaranty consent to the jurisdiction of any federal or state court within the State of California having proper venue and also consent to service of process by any means authorized by California or federal law.

14. **Miscellaneous.** The provisions of this Guaranty will bind and benefit the heirs, executors, administrators, legal representatives, nominees, successors and assigns of Guarantor and City. The liability of all persons and entities who are in any manner obligated hereunder shall be joint and several. If any provision of this Guaranty shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Guaranty and the remaining parts shall remain in full force as though the invalid, illegal or unenforceable portion had never been part of this Guaranty.

15. **Additional Provisions.** Such additional terms, covenants and conditions as may be set forth on any exhibit executed by Guarantor and attached hereto which recites that it is an exhibit to this Guaranty are incorporated herein by this reference.

16. **Enforceability.** Guarantor hereby acknowledges that: (a) the obligations undertaken by Guarantor in this Guaranty are complex in nature, and (b) numerous possible defenses to the enforceability of these obligations may presently exist and/or may arise hereafter, and (c) as part of City's consideration for entering into this transaction, City has specifically bargained for the waiver and relinquishment by Guarantor of all such defenses, and (d) Guarantor has had the opportunity to seek and receive legal advice from skilled legal counsel in the area of financial transactions of the type contemplated herein. Given all of the above, Guarantor does hereby represent and confirm to City that Guarantor is fully informed regarding, and that Guarantor does thoroughly understand: (i) the nature of all such possible defenses, and (ii) the circumstances under which such defenses may arise, and (iii) the benefits which such


defenses might confer upon Guarantor, and (iv) the legal consequences to Guarantor of waiving such defenses. Guarantor acknowledges that Guarantor makes this Guaranty with the intent that this Guaranty and all of the informed waivers herein shall each and all be fully enforceable by City, and that City is induced to enter into this transaction in material reliance upon the presumed full enforceability thereof.

17. **Term.** This Guaranty shall terminate on the latter of the date of construction completion, or the date that ninety percent (90%) of the residential units comprising the Improvements are occupied by qualified tenants.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date appearing on the first page of this Guaranty.

GUARANTOR:

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
a California non-profit public benefit corporation

By: 
Name: Jamie Almanza
Its: Executive Director

MEMAR PROPERTIES, INC.
a California corporation

By: _____
Name: Ali R. Kashani
Its: President

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date appearing on the first page of this Guaranty.

GUARANTOR:

BAY AREA COMMUNITY SERVICES HOUSING CORPORATION
a California non-profit public benefit corporation

By: _____

Name: Jamie Almanza

Its: Executive Director

MEMAR PROPERTIES, INC.

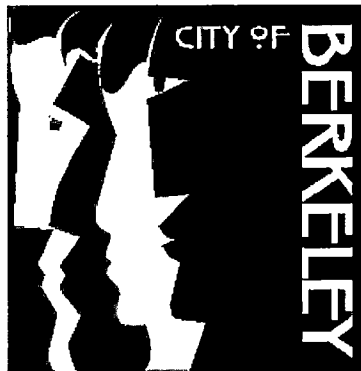
a California corporation

By:  _____

Name: Ali R. Kashari

Its: President

REQUEST FOR PROPOSALS



Acquisition, Rehabilitation or Operation, Management, Maintenance, and Services for a Homekey Property

City of Berkeley
Department of Health,
Housing, and Community
Services

Release Date:
October 5, 2021

Responses must be Received
by 4:00 p.m. on October 26, 2021

REQUEST FOR PROPOSALS

for

Acquisition, Rehabilitation or Operation, Management, Maintenance, and Services for a Homekey Property

Applications must be emailed electronically to
JWyant@CityofBerkeley.info

By 4:00 pm October 26, 2021

RESPONSES WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME

Note regarding the Public Records Act:

Government Code Section 6250, *et seq.*, the California Public Records Act, defines a public record as any writing containing information relating to the conduct of the public business. The Public Records Act provides that public records shall be disclosed upon written request and that any citizen has a right to inspect any public record unless the document is exempted from disclosure.

Be advised that any contract that eventually arises from this Request For Proposals is a public record in its entirety. Also, all information submitted in response to this Request For Proposals is itself a public record **without exception**. Submission of any materials in response to this Request For Proposals constitutes a waiver by the submitting party of any claim that the information is protected from disclosure. By submitting materials, (1) you are consenting to release of such materials by the City if requested under the Public Records Act without further notice to you, and (2) you agree to indemnify and hold harmless the City for release of such information.

SECTION I – GENERAL INFORMATION

A. BACKGROUND

In May 2021, the City of Berkeley issued a Request for Qualifications (RFQ) to pre-select qualified organizations to rehabilitate and/or operate a Homekey property. The State of California Department of Housing and Community Development (the “State”) established its Homekey Program that provides government entities funding to purchase and rehabilitate housing, including hotels, motels, vacant apartment buildings, and other buildings and convert them into interim or permanent, long-term housing. Under the Homekey program, local entities partner with the State to offer this housing to serve people experiencing homelessness or at risk of homelessness and who are inherently impacted by or at increased risk for medical diseases or conditions due to the COVID 19 pandemic or other communicable diseases.

The State released a NOFA with applications due on an over-the-counter basis, with the first deadline for the geographic allocations due January 31, 2022 and final applications due May 2, 2022. Because funds are allocated first-come, first-served, the City hopes to submit an application in December 2021. Applicants can find a link to the State Homekey NOFA here: [State Homekey NOFA Round 2](#). Organizations selected through the RFQ are now invited to submit a proposal for a specific property to be a joint applicant with the City for the Homekey application.

This RFP contains the information needed by all entities responding to this invitation (“Applicant[s]”) and sets forth the process, submission requirements, and criteria the City will use when selecting an Applicant to acquire, rehab, operate, manage, and maintain a property and provide resident and supportive services. All submissions in response to this RFP will become the property of the City and will be considered public records. As such, they may be subject to public review.

B. ELIGIBLE PROPERTIES

The City will accept proposals for both permanent supportive and interim supportive housing. The projects must meet the requirements of the Homekey NOFA for eligibility including, but not limited to, the types of ownership structure, types of property, the target population, and income levels. At least 51% of the units in the project must serve the Target Population, which is defined as people experiencing homelessness or who are at risk of homelessness.

The primary focus of the RFP reviews will be the feasibility of the financing, marketing, management, and services plans.

C. CITY FUNDING COMMITMENTS AND HOMEKEY FUNDING REQUIREMENTS

The City will contribute up to \$8,463,535 in funds towards the match, which may be used for acquisition, rehab, and/or operating subsidies. Funding sources include HOME-ARP, Measure P, and Permanent Local Housing Allocation. The City's expectation is that the Applicant will maximize the state's Homekey funding and other resources to leverage the City's contribution.

Federal Funding Requirements: The potential City funds include \$2,325,341 of HOME-ARP funds that can only subsidize homeless units. The City will ensure that the HOME funds meet the HOME subsidy unit requirements, and will confirm with the Applicant whether Davis-Bacon wages apply. If Davis-Bacon is required, the budget must include funds for a Davis-Bacon monitor. The use of HOME-ARP funds also triggers Section 3 requirements. The City recommends that the Applicant's bid documents for contractors and subcontractors include Section 3 requirements, that Applicant evaluate bids based on the bidders plan to meet Section 3 benchmarks, and that Applicant coordinate a pre-bid conference to answer any questions about Section 3 requirements.

Regulatory Agreement: At or near the time the Applicant has received the Homekey funds and in compliance with the requirements of the Homekey program, the City shall record a 55-year regulatory agreement on the property restricting its use as affordable housing for ELI homeless populations.

The Owner/Operator will be fully, actively, and monetarily responsible for all property operations including maintaining a balanced budget and forward-looking projections; all property management activities including lease-up, Fair Housing and all other housing laws, working with City referral agencies, collection of rent, enforcement of house rules and tenant lease requirements, accounting, bookkeeping, and reporting as applicable; all maintenance and upkeep of the property; and provision of robust resident and supportive services appropriate for those who have experienced homelessness which shall include coordination with residents, service agencies, and contracted nonprofit service providers to all ensure residents are provided access to the services they need to live independently at the property with dignity and in compliance with tenant lease terms and the Owner/Operator's rules for residency. The Owner/Operator will be expected to indemnify, defend, and hold the City harmless from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties, and expenses.

SECTION II – SUBMISSION REQUIREMENTS / REQUEST FOR PROPOSALS

Some of the following information may be the same information submitted during the RFQ

application. This information must be submitted again just in case something has changed since the RFQ. Responses must include the following information in sufficient detail.

Please note that applications must be submitted to the Department of Health, Housing, and Community Services via email as described in Section VII.

A. APPLICANT INFORMATION

- 1) Identification. Business name and principal contact person, including office location, address, telephone number, website, and email. Primary contact person from the lead organization.
- 2) Team Organization and Roles. Describe proposed team organization and staffing plan for the project indicating the roles and responsibilities of each team member entity and involved staff member.

B. QUALIFICATIONS AND EXPERIENCE

The State Homekey NOFA has minimum experience requirements that are thresholds. Submit a statement demonstrating your organization has the following experience that is required for your project.

- 1) Permanent Housing Requirements
 - a. Development, ownership, or operation of a project similar in scope and size to the proposed project; or development, ownership, or operation of at least two affordable rental housing projects in the last ten years, with at least one of those projects containing at least one unit housing a tenant who qualifies as a member of the Target Population.
 - b. The property manager and supportive service provider shall have three or more years of experience serving persons of the Target Population. If a property manager is not yet selected for the proposed project, the Eligible Applicant shall certify that this requirement will be reflected in any future solicitation or memorandum of understanding
- 2) Interim Housing Requirements.
 - a. Successful development, ownership, or operation of an Interim Housing project, such as an emergency shelter or Transitional Housing for at least three of the last ten years for individuals who qualify as members of the Target Population;
 - b. Experience in linking Interim Housing program participants to Permanent Housing to ensure long-term housing stability

C. PROJECT DESCRIPTION

- 1) Please describe the project including the address, number of units, site features, and neighborhood.
- 2) Describe in detail the scope of rehab/construction work including on-site and off-site work.
- 3) Commitment to one-to-one replacement of housing if demolishing housing units

D. PROJECT SCHEDULE

List dates for the schedule including acquisition, funding applications, funding commitments, entitlements, closing construction financing, construction start, construction completion, lease up, and permanent loan closing, if applicable.

E. FINANCING PLAN. UNIT MIX

Provide a written narrative describing the financing plan (1 page single space, 11 point font max) and a detailed pro forma that shows the sources and uses of funds, development costs, income statement, unit mix, and cash flow statement. The pro forma(s) should include, but is not limited to:

- 1) A development budget indicating total project costs, including all direct, indirect, and financing costs, name and amount of sources, construction and permanent sources, that clearly specifies key assumptions and how calculations are made, including from predevelopment up to stabilized operations.
- 2) Funding sources. Indicate when they will be committed
- 3) Clearly defined partnership and asset management fees taken from the cash flow and any escalation expected.
- 4) A 20-year cash flow statement detailing assumptions for all sources of income, AMI's of tenants, vacancy factor, escalators, detailed operating expense budget, net operating income, reserves, debt service, and debt coverage ratios.
- 5) Source, amount, length of any operating/rent subsidies.
- 6) Source, amount, length of services funding.
- 7) Relocation costs, if applicable
- 8) Chart identifying AMIs, which tenants are homeless, at risk of homeless, chronically homeless, or youth, which units will be subsidized by Homekey and the City, the Homekey and City amounts per unit size

F. MARKETING AND LEASE-UP PLAN

Please submit a marketing and lease-up plan that describes how tenants will be marketed to, screened, and selected. Per the Homekey requirements, Coordinated Entry System must be used for the homeless units, and the proposal must state this. Include any other referral methods and state if any preferences will be applied.

G. MANAGEMENT PLAN

Provide a detailed description of how the proposed development will be maintained and managed. Include details of how many on-site staff, off-site staff, and FTEs.

H. SERVICES PLAN

Please submit a services plan that states the type of services, FTEs, case management to client ratio, other organizations involved, and connections to other needed services.

I. COMMUNITY ENGAGEMENT PLAN

Please describe Applicant's community engagement plan, and discuss how Applicant would propose engaging community stakeholders in the planning and ongoing operations (up to one page, single-spaced, 11-point font).

J. OTHER REQUIRED DOCUMENTS

Please submit the following documents:

- 1) Relocation plan or statement that relocation is not necessary and explanation of why it's not applicable
- 2) Appraisal
- 3) Title report
- 4) Phase I
- 5) Proof of site control
- 6) Schedule of timeline for component (acquisition, development, marketing, etc)
- 7) If proposing master leasing or purchase of affordability restrictions, provide recent market study or rent roll
- 8) Self-Scoring sheet

SECTION III - SELECTION PROCESS

A selection committee consisting of, at a minimum, City Health, Housing, and Community Services staff, will review the submitted applications. Applicants will be scored based on Evaluation Factors. Applicants may be asked follow-up questions to further discuss their applications.

THRESHOLDS

Proposals must meet the following thresholds to be scored. Any proposals not meeting threshold requirements will be selected

- a) Eligible Homekey project

- b) Meet minimum experience requirements per the Homekey NOFA
- c) Project that has at least 51% of units serving homeless/at risk of homelessness
- d) Proof of site control
- e) Services Plan submitted
- f) Relocation Plan submitted
- g) Self-scoring form submitted

<u>EVALUATION FACTORS</u>	<u>POSSIBLE POINTS</u>
Financing Plan	30
Marketing and Lease-Up Plan	10
Management Plan	15
Services Plan	25
Community Engagement Plan	10
Overall quality and effort reflected in the submittal	10
Total Points	100

SECTION IV – RFP QUESTIONS

Questions Regarding the RFP. Questions may be sent to City staff via email at JWyant@CityofBerkeley.info. Questions posed via email along with responses from City staff will be posted on the City Department of Housing and Community Services Department website at <https://www.cityofberkeley.info/housing/> until one week prior to the submission deadline.

SECTION V – GENERAL TERMS AND CONDITIONS

If changes to the RFP are warranted, they will be posted to the City Department of Housing and Community Services Department website at <https://www.cityofberkeley.info/housing/>. It is the responsibility of each Applicant to check the website for changes and/or clarifications to the RFP prior to submitting a response.

Read all Instructions. Read the entire RFP and all attachments before preparing your response.

Miscellaneous. This RFP is not a commitment or contract of any kind. The City reserves the right to choose one or more projects or choose none. The City reserves the right to accept or reject all applications. All submissions in response to this RFP will become the property of the City and will be considered public records. As such, they may be subject to public review.

SECTION VI – RFP TIMELINE

This section describes the RFP timeline. Please note the timeline is subject to change at any time at the City’s discretion, and the City will post any such changes at the RFP landing page on the City’s website. Please further note that any adjustments the State may provide regarding Homekey deadlines are not included in this table.

EVENT	TARGET DATE
1. RFP Release	October 5 , 2021
2. RFP Response Deadline (Responses Must be Submitted by 4:00 p.m.)	October 26, 2021
3. Scoring	November 12, 2021
4. City Council Reviews Recommended Winning Proposal, Funding Request (if applicable) and Authorizes Homekey Application Submission	December 14, 2021
5. Submit Joint Homekey application	December 21, 2021

SECTION VII – RFP SUBMISSION

Proposals must be submitted **by email** to JWyant@cityofberkeley.info by **4:00 p.m. PDT** on October 26, 2021.

Please note the City highly recommends applicants send multiple email messages, if necessary, to keep each email below 10MB in size to ensure delivery.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Ali Kashani Title: President

Signature: Ali R. Kashani Date: 5 July 2022

Business Entity: Golden Bear Homes, LP

Contract Description/Specification No. Golden Bear Inn HomeKey

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Golden Bear Homes, LP (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham, and U-Tsang,**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

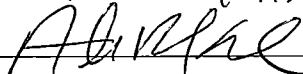
- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: ALI R. KASHANI Title: MEMBER

Signature:  Date: 7/14/2022

Business Entity: MPI Golden Bear LLC

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of Golden Bear Homes LP (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 1st day of July, 2022, at Berkeley, California.

Printed Name: Ali Kashani Title: President

Signed: Ali R. Kashani Date: 01 July 2022

Business Entity: Golden Bear Homes LP

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES ^x _____ NO _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO ^x _____

If you have answered, "**YES**" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If **no**, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "**YES**" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Ali Kashani Title: President

Signature: Ali R. Kashani Date: 01 July 2022

Business Entity: Golden Bear Homes LP

Contract Description/Specification No: Golden Bear Inn HomeKey

Section III

- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

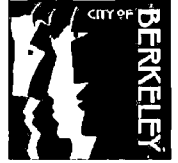
I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

HHCS
Department Name

Jenny Wyant
Department Representative

To be completed by
Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name:	Golden Bear Homes LP	Vendor No.:	
Address:	2625 Alcatraz Ave #501	City:	Berkeley
		State:	CA
		ZIP:	94705
Contact Person:	Ali Kashani	Telephone:	510-385-1340 Cell
E-mail Address:	akashani@mpihomes.com	Fax No.:	

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
 Yes No (If "Yes," proceed to Section 5, if "No," continue to the next question)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?
 Yes No
 If "Yes," continue to Question C.
 If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? Yes No
If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)
If you answered "Yes" to both Questions C and D, please continue to Question E.
If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? Yes No
If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
 - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
 - Upon expiration of the contractor's current collective bargaining agreement(s).
- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? Yes No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 5th day of July, in the year 2022, at Berkeley, CA,
(City) (State)

Ali Kashani
Name (please print)

Ali R. Kashani
Signature

President
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(Sign and Print): Jenny Wyant Date: 07/07/2022
Jenny Wyant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Tirazh Tyler	FAX (A/C, No.): (650)341-4465	
	PHONE (A/C, No, Ext): (650)341-4484	E-MAIL ADDRESS: TTyler@bpia.net	
INSURED Golden Bear Homes, LP; MPI Golden Bear LLC; Bay Area Community Services Housing Corp. c/o BACS 390 40th Street Oakland, CA 94609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Kinsale Insurance Company	38920	
	INSURER B: Kinsale Insurance Company	38920	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 00028192-52121 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	Y Y	01001956330	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		10938262	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1620 San Pablo Avenue, Berkeley, CA 94702 - Golden Bear Homes, LP; MPI Golden Bear LLC; and Bay Area Community Services Housing Corporation. City of Berkeley and its officers, agents, employees, volunteers, and members of the City Council are included as Additional Insured on the General Liability coverage with respect to the insured's business operations. Waiver of Subrogation applies for General Liability coverage. Insurance is primary and non-contributory.

FOR CRIME COVERAGE SEE SEPARATE COI

CERTIFICATE HOLDER City of Berkeley Department of Health, Housing, and Community Development 2180 Milvia Street, 2nd Floor Berkeley, CA 94704	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.
	AUTHORIZED REPRESENTATIVE (THT)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Tirzah Tyler	FAX (A/C, No): (650)341-4465	
	PHONE (A/C, No, Ext): (650)341-4484	E-MAIL ADDRESS: TTyler@bpia.net	
INSURED Golden Bear Homes, LP c/o BACS 390 40th Street Oakland, CA 94609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Great American Ins. Company 16691	16691
	INSURER B		
	INSURER C		
	INSURER D		
	INSURER E		
	INSURER F		

COVERAGES

CERTIFICATE NUMBER: 00028260-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Employee Dishonesty		SAAE86153700	07/01/2022	07/01/2023	Aggr/Ea Claim/Ded.1 mil/1 mil/\$25,000
A	Forgery/ Alteration		SAAE86153700	07/01/2022	07/01/2023	Aggr/Ea Claim/Ded.1 mil/1 mil/\$25,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1620 San Pablo Avenue, Berkeley, CA 94702 - Golden Bear Homes, LP. City of Berkeley Department of Health, Housing, and Community Development is included as Loss Payee with respect to the Crime Policy.

**Specific endorsement has been requested from insurance carrier and will be forwarded upon receipt.

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley Department of Health, Housing and Community Development 2180 Milvia Street, 2nd Floor Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (THT)
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
06/16/2022

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402		PHONE (A/C, No, Ext): (650)341-4484		COMPANY ARA Risk Management, Inc./General Star Indemnity 478 Morris Avenue Summit, NJ 07901	
FAX (A/C, No): (650)341-4465		E-MAIL ADDRESS: TTyler@bpia.net			
CODE:		SUB CODE:			
AGENCY CUSTOMER ID #: 00028192		LOAN NUMBER		POLICY NUMBER T1002.01	
INSURED Golden Bear Homes, LP; MPI Golden Bear LLC; and Bay Area Community Services Housing Corp. c/o BACS 390 40th Street Oakland, CA 94609		EFFECTIVE DATE 07/01/2022		EXPIRATION DATE 07/01/2023	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Location: 1620 San Pablo Avenue, Berkeley, CA 94702

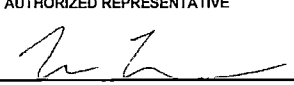
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	SPECIAL			
Building - Replacement Cost			<input checked="" type="checkbox"/>		5,600,000	25,000
Business Personal Property - Replacement Cost					250,000	25,000
Business Interruption/extra expense					1 mil/24 months	

REMARKS (Including Special Conditions)

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Berkeley Department of Health, Housing, and Community Development 2180 Milvia Street, 2nd Floor Berkeley, CA 94704	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 License #: 0D69286	CONTACT NAME: Tirzah Tyler	FAX (A/C, No): (650)341-4465	
	PHONE (A/C, No, Ext) (650)341-4484	E-MAIL ADDRESS TTyler@bpia.net	
INSURED Bay Area Community Services Inc; Bay Area Community Services Housing Corporation 390 40th St. Oakland, CA 94609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance of CA	01184	
	INSURER B: Cypress Insurance Company	10855	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00002357-0

REVISION NUMBER: 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-02157-NPO	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll ded \$ 500
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	BAWC331062	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 1620 San Pablo Avenue, Berkeley CA 94702 - Golden Bear Homes, LP; MPI Golden Bear LLC; and Bay Area Community Services Housing Corporation. EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

CANCELLATION

City of Berkeley Department of Health, Housing, and Community Development 2180 Milvia Street, 2nd Floor Berkeley, CA 94704	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (THT)
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RESOLUTION NO. 70,136-N.S.

APPROVAL OF THE FUNDING RESERVATION FOR THE GOLDEN BEAR INN
HOMEKEY PROJECT

WHEREAS, and the City of Berkeley ("City") is interested in partnering with a qualified housing developer to create permanent supportive housing for residents who are experiencing homelessness or at risk of homelessness; and

WHEREAS, in July 2020, the State of California Housing and Community Development Department ("HCD") created the State Homekey Program and issued its first Notice of Funding Availability ("NOFA") to fund the conversion of existing residential buildings, such as hotels, motels, other residential buildings and non-residential structures, to permanent supportive housing for residents who are homeless or at risk of being homeless and have been impacted by COVID-19; and

WHEREAS, in anticipation of HCD issuing a second Homekey NOFA, the City issued a Request for Qualifications ("RFQ") on May 11, 2021, to solicit interest from developers with experience in acquisition, rehabilitation, operating and/or management of affordable housing and provision of resident and supportive services; and

WHEREAS, through the RFQ the City developed a list of eligible organizations; and

WHEREAS, on June 29, 2021, Council authorized issuing a Homekey Request for Proposals (RFP), and approved the use of HOME-ARP and general funds from Measure P for a future Homekey project; and

WHEREAS, HCD issued its second Homekey NOFA on September 9, 2021; and

WHEREAS, on October 5, 2021, the City issued an RFP to solicit proposals for Homekey-eligible projects from the organizations pre-qualified through the RFQ, and subsequently received one proposal; and

WHEREAS, Bay Area Community Services (BACS) and Memar Properties, Inc. (Memar) requested City funds to support the conversion of the Golden Bear Inn to permanent supportive housing.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the Council approves \$8,463,535 in funding reservations for the Golden Bear Inn Homekey project from a mix of some or all of the following sources: HOME-ARP, general funds received pursuant to Measure P, and the City's Permanent Local Housing Allocation. The project would include a preference for homeless individuals in Berkeley to the extent allowable under the coordinated entry system and all other applicable laws and regulations.

BE IT FURTHER RESOLVED that funds shall be reserved for a period of no more than 12 months from the date of this Resolution, contingent on the development team obtaining all required land use approvals and securing commitments for project funding that the City Manager or her designee deems sufficient within the reservation period.

BE IT FURTHER RESOLVED that all funding reservations are conditioned upon the completion of the environmental review process, except as authorized by 24 CFR, Part 58, and that should HOME funds constitute a portion of the funding for any project, a final commitment of HOME funds shall occur only upon the satisfactory completion of the appropriate level of environmental review and also upon the receipt of approval of the request for release of funds and related certification from the U.S. Department of Housing and Urban Development, when applicable. The funding reservation for any of the HOME funded projects is conditioned upon the City of Berkeley's determination to proceed with, modify, or cancel the project based on the results of subsequent environmental review under the National Environmental Policy Act.

BE IT FURTHER RESOLVED that the making of each loan shall be contingent on and subject to such other appropriate terms and conditions as the City Manager or her designee may establish.


BE IT FURTHER RESOLVED the City Manager, or her designee, is hereby authorized to execute all original or amended documents or agreements to effectuate this action; a signed copy of said documents, agreements and any amendments will be kept on file in the Office of City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on December 14, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

RECEIVED

DEC 01 2022

CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: NEW CONTRACT

CMS # DPTBR
(To be filled in by department)

Contract # 31900236
(To be filled in by Auditor)

CONTRACTOR NAME: Alameda County Network of Mental Health Clients

Subject of Contract: Homeless Services

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
CONTRACT BOILERPLATE	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Scope of Services (Exhibit A @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Payment Provisions (Exhibit B @ boilerplate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. CERTIFICATIONS			
Workforce Composition (businesses with 5 or more employees)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nuclear Free Berkeley Disclosure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oppressive States Disclosure (Exception: Community-based, non-profit organizations)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certification of Compliance with Equal Benefits Ordinance: use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Community Agency: Certification of Anti-Lobbying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Community Agency: Certification of Drug-Free Workplace	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Authorizing Council Resolution # 69010 6.25.2019	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Federally Funded Project Requirement: Debarment status printout	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Berkeley Business License # BL-025776
Requisition # 12000379 (Hard copy attached)
Budget Code 011-51-507-506-0000-000-459-636110-

Contract Amount \$ \$270,948
Council Approved Amount \$ \$270,948
Was there any advance payment? No Yes **If Yes, Advanced Amount \$** \$16,934
If Yes, Purchase Order # 22000502

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- WING WONG HHCS X5428 1/17/20
Project Manager (PRINT NAME) & Department Phone No. Date
- [Signature] Accounting 7/24/2020
Department Administrative Officer, Accounting Date
- [Signature] Department Head 2/3/20
Department Head Date
- [Signature] Contract Administrator 2.4.2020
Contract Administrator Date
- [Signature] Budget Manager 2/6/20
Budget Manager Date

EXECUTED
FEB 07 2020

Routing continues to the following persons, who sign directly on the contract:

- City Manager** (Will not sign unless all signatures and dates appear above)
- City Auditor** (Initial M) Registrant only
- City Clerk:** CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>

COMMUNITY AGENCY CONTRACT
COMMUNITY SERVICES

This contract is entered into on July 1, 2019, between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and Alameda County Network of Mental Health Clients (“Contractor”), a non-profit corporation under the laws of the State of California, doing business at 3238 Adeline St. Berkeley, CA 94703.

WHEREAS, the City has entered into a grant contract with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG), identified also as CFDA # 14.218, under the Housing and Community Development Act of 1974, as amended, and/or United States Department of Housing and Urban Development for an Emergency Solutions Grant (ESG), identified also as CFDA # 14.231, under the Stewart B. McKinney Homeless Assistance Act of 1988, as amended, and/or the HOME Investment Partnerships Program, identified also as CFDA # 14.239, under the National Affordable Housing Act of 1990 (NAHA), and/or Government Code Section 12725 et. seq., as amended, and 42 United States Code (USC) 9901 et.seq., as amended, the Community Services Block Grant Act as amended (CSBG), identified also as CFDA # 93.569, and under said grant contract(s) and/or through the use of its General Funds, the City is undertaking certain activities; and

WHEREAS, the City desires to engage Contractor to render certain assistance for such undertaking.

NOW, THEREFORE, the City and Contractor mutually agree as follows:

ARTICLE 1. SCOPE OF SERVICES

A. Annually, Contractor agrees to perform all those services described in Exhibit A. Exhibit A is attached hereto and made a part hereof, in accordance with the terms and conditions stated therein.

B. Contractor shall identify in Exhibit A the name, title, general program duties, and time allotted for all key personnel that Contractor proposes to perform the activities described in Exhibit A. Contractor shall provide the City with 5 days written notice prior to making any changes to the personnel proposed to perform the scope of services. The written notice shall include the resume and position of the new personnel.

C. Contractor shall provide all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance of this contract as described in Exhibit A.

ARTICLE 2. TIME PERIOD OF CONTRACT

Contractor shall begin performance under this contract on July 1, 2019, and shall continue until June 30, 2023, unless earlier terminated as provided in this agreement. The City will pay Contractor an amount not to exceed \$67,737 per fiscal year for a period of four years, for a total contract amount not to exceed \$270,948.

The not to exceed (“NTE”) amount in Article 3 is the amount for each year of this four-year contract. If the City Council authorizes an increase or decrease to the NTE amount in Article 3, the City Manager or his/her designee shall notify Contractor in writing. The written notification to Contractor shall include the new NTE amount and revised Exhibits A and B, with a signature line for the Contractor to acknowledge its acceptance of the amended terms. If the NTE amount and scope of services will remain the same for subsequent years as in the first year, no further action is necessary from either Contractor or City. The City Manager may extend the term of this contract, using the written notification described in this paragraph, to allow the use of these funds for the extended term.

ARTICLE 3. PAYMENT

A. For services referred to in Article 1, City agrees to pay Contractor an amount not to exceed \$67,737 annually, in accordance with the terms of Exhibit B, Budget and Method of Payment, attached hereto made a part hereof. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or

deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

B. Payment by City shall be subject to receipt of Contractor's invoice(s) or advance-payment request form(s) and, if necessary, supporting documentation of expenditures. At the beginning of the contract period, City will inform Contractor of the necessary procedures for billing including submission of supporting documentation.

C. Failure by Contractor to expend any portion of the funds allocated by the City to Contractor within the prescribed annual period, or failure by Contractor to properly account for funds allocated by the City to Contractor, shall be cause for the City to demand return of that portion of unspent or unaccounted City-allocated funds, irrespective of the source of the funds. Exceptions to this section may apply when the contract term is extended.

ARTICLE 4, BUDGET MODIFICATION

A. A 10% variation among budget line item categories will be allowed, provided the total expenditure under all line items does not exceed the total contract amount.

B. A variation among budget line items exceeding 10% will be allowed at Contractor's discretion, provided written approval is granted by the Manager of the Housing and Community Services Division ("HCS") or his/her designee prior to submission of Contractor's invoice, and provided that the contract total is not exceeded.

C. Expenditures covered by unauthorized budget modifications will be subject to disallowance by City and repayment by Contractor.

ARTICLE 5, METHOD OF PAYMENT MODIFICATION

A. Modifications in the Method of Payment requested by Contractor will be allowed provided the total contract amount is not exceeded and provided prior written approval is granted by the Manager of HCS or his/her designee.

B. Modifications in the Method of Payment that exceed the total contract amount will require City Council approval.

ARTICLE 6, RECORDS

A. Contractor shall keep and maintain full, complete, and appropriate books, records, and accounts necessary to evidence and substantiate in full detail Contractor's compliance with the terms and provisions of this Agreement. Books, records, and accounts relating to this Agreement shall be kept and maintained in compliance with 2 C.F.R. Part 200.

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in 2 C.F.R. Part 200 and shall contain any additional information that the City may require.
- 2) Financial records of contract funds shall be kept separately and not co-mingled with records of other funds.
- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a. job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b. time sheets or comparable documentation for all personnel compensated with contract funds. Such records shall clearly show the time spent on contract activities. The City may require Contractor to use timesheets formatted to track funded activities distinctly from work funded by other funding sources that are not part of this contract.
- 4) Contractor assures that, for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its

knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.

B. Contractor agrees to maintain racial, Hispanic/Latino ethnicity, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities. In certain cases, the City may require either less or more information than identified above, depending on the requirements of various funding sources.

C. Contractor agrees to maintain records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program set forth in 2 C.F.R. Part 200.

D. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

E. Contractor agrees to maintain and preserve such records during the period from start of contract performance until five (5) years from the audit referred to in Article 30, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property that was acquired with contract funds shall be retained for five years after its final disposition.
- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received his/her final relocation payment, whichever is later.
- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

F. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period, unless prohibited by law.

ARTICLE 7, REPORTS AND ON-SITE REVIEWING

A. Reports: Contractor agrees to submit periodic program status and financial reports to City in a timely manner, and other reports and information as City determines are necessary to carry out its responsibilities in accordance with 2 C.F.R. Part 200.

B. On-Site Performance Review: Authorized representatives of HUD, the State of California, and the City shall have the opportunity to review Contractor's performance under this contract at the sites where such performance is being conducted. This review shall be in accordance with 2 C.F.R Part 200. Such review is solely for the purpose of verifying that the Contractor is providing the quality and quantity of services specified in this contract and includes:

- 1) Observation of service delivery and training, as agreed upon by Contractor, and administrative activities in support of this contract.
- 2) Interview with Contractor personnel and staff currently involved in project operations.

- 3) Validation of source data used in the preparation of reports to the City, provided this does not result in any breach of client confidentiality and is mutually agreed upon.
- 4) Interviews with clients, when such interviews will not result in a breach of client confidentiality and are mutually agreed upon.
- 5) Inventory of personal property acquired with contract funds.

Refusal or failure by Contractor to provide reviewing opportunities as described herein within ten (10) working days after notice from the City constitutes a violation of this contract and forms the basis for a for cause contract termination pursuant to Article 28 of this Agreement.

ARTICLE 8, FINANCIAL MANAGEMENT

The Contractor shall maintain a financial management system in accordance with 2 C.F.R. Part 200 (including Subparts D, E & Appendix IV), which provide for:

- A. Records that identify adequately the source and application of funds for contract activities.
- B. Effective control over and accountability for all funds, property, and other assets. Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- C. Comparison of actual outlays with budgeted amounts for contract funds.
- D. Procedures to minimize the time elapsing between the transfer of funds from the City and disbursement by the Contractor, whenever the City advances funds. CDBG funds shall be placed in an interest bearing account, where appropriate.
- E. Procedures for determining the reasonableness, allowability, and allocability of costs.
- F. Accounting records that are supported by source documentation.
- G. A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

ARTICLE 9, TANGIBLE PERSONAL PROPERTY

All procurement transactions funded under this contract for tangible personal property shall be conducted in a manner consistent with HUD regulations in 2 C.F.R. Part 200 .

- A. Definitions
 - 1) Personal Property: Personal property refers to all property, except real property, which is acquired with contract funds. Tangible property has physical existence. Intangible property has no physical existence.
 - 2) Non-expendable Personal Property: Non-expendable personal property means tangible personal property, acquired with contract funds, having a useful life of more than one year and an acquisition cost of \$600 or more per unit.
 - 3) Expendable Personal Property: Expendable personal property refers to all tangible personal property acquired with contract funds other than non-expendable property.
- B. Acquisition
 - 1) Purchase of personal property exceeding \$600 per item and not delineated in Exhibit B shall require prior

approval from the City.

- 2) Contractor shall submit documentation to City for each item of non-expendable property at the time such property is acquired. Documentation shall demonstrate proof of purchase and indicate date of acquisition, cost, and description of the item, and any other information that the City may require.

C. Identification, Inventory, and Maintenance

- 1) Contractor shall conduct annual inventories to verify the existence, condition, current utilization, and future need for non-expendable property. Contractor shall submit a written report on each inventory conducted by Contractor to the City. Such report shall account for any differences between Contractor's property records and the inventory findings.
- 2) Contractor shall ensure adequate safeguards to prevent loss, damage, and theft of property. In case such property is stolen or lost, Contractor shall immediately notify the Police Department, obtain a written police report, and notify the City within three (3) working days of discovering stolen or lost property.

D. Use and Disposition

1) Non-Expendable Property

- a. Title to non-expendable personal property having a unit acquisition cost of less than \$1,000 shall vest in the Contractor. For non-expendable personal property having a unit acquisition price of \$1,000 or more, HUD/State/ City reserves the right to transfer the title to HUD/ State/City or to a third party when such third party is otherwise eligible under existing statutes.
- b. Contractor shall use the property for the project or program for which it is acquired as long as needed, whether or not the project or program continues to be supported by Government funds. When no longer needed for the original project/program, Contractor shall use the property in connection with other Government sponsored activities in the following order of priority:
 - (1) Activities sponsored by HUD/State/City.
 - (2) Activities sponsored by other Government agencies
- c. During the time the property is held for use on the project or program for which it was acquired, Contractor may make the property available for use on other projects or program if such other use does not interfere with the work on the project or programs for which it was originally acquired.
- d. When Contractor no longer needs the property as provided in (b) above, the property may be used for other activities as follows:
 - (1) Non-expendable property with a unit acquisition price of less than \$1,000 may be used by Contractor for other activities without reimbursement to the Government, or may be sold and the proceeds retained by the Contractor.
 - (2) Non-expendable property with a unit acquisition price of \$1,000 or more may be retained by Contractor for other uses provided compensation is made to HUD/State/City or its successor(s). If Contractor has no further need for the property and the property has further use value, Contractor shall request and follow disposition instructions from the City.

2) Expendable Property

- a. Title to expendable personal property shall vest in the Contractor upon acquisition. Upon termination of the contract, Contractor shall conduct an inventory to determine the amount of unused expendable personal property on hand that was acquired with contract funds. If there is a residual inventory of such property exceeding \$1,000 in total aggregate fair market value, upon termination or completion of the contract activities and if the property is not needed for any other Government sponsored project or program, the Contractor shall retain the property for use on non Government sponsored activities or sell it, but in either case, compensate the Government for its share.

ARTICLE 10, INTANGIBLE PROPERTY

A. Invention and Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to the City. Contractor shall request City to determine whether patent protection on such invention or discovery should be sought, and to determine how the rights in the invention or discovery, including rights under the patent thereon, shall be allocated and administered to protect the public interest.

B. Copyrights: Except as otherwise provided in this contract, Contractor is free to copyright any books, publications, or other copyrightable materials arising out of or developed during the course of work aided by contract funds, but the City, State and HUD reserve a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

C. Publications: Books, publications, and other printed materials resulting from and developed in the course of work aided by this contract, whether copyrighted or not, shall acknowledge the support of HUD/State/City funds. Five (5) copies of each such publication are to be furnished to the City as the City may reasonably require.

D. Publicity: Any publicity generated by Contractor for the project funded pursuant to this contract, during the term of this contract or for one year thereafter, will make reference to the contribution of the City in making the project possible. The words "City of Berkeley" and the specific funding source will be explicitly stated in any and all pieces of publicity, including but not limited to fliers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

The City's staff will be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the project funded pursuant to this contract. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this project.

ARTICLE 11, PROCUREMENT STANDARDS

A. All applicable procurement transactions funded under this contract shall be conducted in a manner that provides, to the maximum extent practical, open and free competition consistent with HUD Regulations at 2 C.F.R. Part 200, 24 C.F.R. Part 570, and Executive Orders 11625, 12138 and 12432 to the extent such regulations are applicable.

B. Contractor shall take all necessary affirmative steps to use small business and minority- and women-owned business sources of supplies and services (2 C.F.R. Part 200) and business concerns located in Berkeley or owned in substantial part by Berkeley residents (see also Article 18).

C. For procurement of services, supplies, or other property, Contractor shall use one of the following procurement methods:

- 1) \$1 to \$50. Items with a total value (per order) of \$50 or less may be procured using petty-cash procedures.
- 2) \$51 to \$5,000. Contractor should obtain informal quotes from local Berkeley vendors prior to contacting non-Berkeley vendors. Local Berkeley vendor quotes must be discounted by five percent when comparing the bid with a bid from a non-local vendor.
- 3) \$5,001 to \$24,999. Contractor must solicit three quotes that may be generated through telephone conversations or provided on a fax, but must be specifically referenced on the requisition by vendor, contact

person, date, and cost. Local Berkeley vendors must be contacted for informal quotes and must be discounted by five percent when comparing the bid with a bid from a non-local vendor.

- 4) \$25,000 and Over. Purchases over \$25,000 must undergo either an Invitation for Bid (IFB), used for construction contracts or goods, or Request for Proposal (RFP) process, used for the procurement of services, as provided below.
 - a. Competitive Sealed Bids – This method uses a formal procedure for securing services, supplies or other property that are expected to cost, in the aggregate, more than the \$25,000. Sealed bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid is lowest and best in price.
 - b. Request for Proposal – When obtaining goods or services, Contractor shall request proposals from at least three sources. A Request for Proposal is publicized, negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed price or cost-reimbursable type contract is awarded, as appropriate. Competitive negotiations may be used if conditions are not appropriate for the use of formal advertising.

D. Contractor shall maintain records documenting adherence to the above detailed procurement standards.

ARTICLE 12, RELEASE, INDEMNIFICATION AND INSURANCE

A. Release: Contractor, upon final payment of amount due under this contract, less any credits, refunds, or rebates due to City, releases and discharges City from all liabilities, obligations and claims arising from this contract.

B. Indemnification: Contractor, for itself, and its heirs, successors, and assigns, agrees to release, indemnify, hold harmless, and defend City, its officers, agents, volunteers, and employees, from and against any and all claims, demands, liability, economic loss of any type, damages, lawsuits, or other actions for damage or injury to persons or property arising out of or in any way connected with the Contractor's operations under this contract, or the performance of this contract by Contractor or its officers, employees, partners, directors, subcontractors, or agents, except to the extent such claim, suit or action arises out of the sole negligence or willful misconduct of City.

C. Insurance:

- 1) The Contractor shall maintain at all times during the performance of this contract, a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000; an automobile liability insurance policy (if applicable) in the minimum amount of \$1,000,000; and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$2,000,000 to cover any claims arising out of Contractor's performance of services under this contract. Said insurance, except professional liability, shall name the City, its officers, agents, volunteers, and employees as additional insureds on a separate form endorsement and shall provide primary coverage with respect to the City. All said insurance policies shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said policies except upon thirty (30) days prior written notice to the City; shall be evidenced by the original Certificate of Insurance. The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below:

Health, Housing and Community Services Department
2180 Milvia Street, 2nd Floor,
Berkeley CA 94704

- 2) If the commercial general liability insurance referred to above is written on a Claims Made Form, then, following termination of this Agreement, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this contract.

- 3) If Contractor employs any person, it shall carry workers compensation and employers liability insurance and shall provide a certificate of insurance to the City. Workers' compensation policy shall include Employer Liability Insurance with limits not less than \$1,000,000 each accident. The workers compensation insurance shall provide that the insurance carrier shall not cancel, terminate, or otherwise modify the terms and conditions of said insurance except upon thirty (30) days prior written notice to the City; shall provide for a waiver of any right of subrogation against City to the extent permitted by law; and shall be approved as to form and sufficiency by the City's Contract Administrator.
- 4) Contractor shall have the insurance carrier mail all original insurance documents directly to the City of Berkeley Department referenced in section (C)(1) above.

ARTICLE 13, CONFORMITY WITH LAW AND SAFETY

A. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part thereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. All services performed by Contractor must be in accordance with the applicable laws, ordinances, codes, and regulations including but not limited to the following:

1. Environmental and Historic Preservation. Environmental review is triggered by reservation of a federal funding source for community-facility and housing projects that are not otherwise exempt from federal environmental regulations. The City will work with Contractor to ensure its compliance with HUD Regulations at 24 C.F.R. Part 58. No work or choice limiting actions will be undertaken until required reviews have been completed and HUD has authorized release of funds.
2. Applicable Code of Federal Regulations. The requirements of 2 C.F.R. Part 200.
3. Applicable OMB Circulars. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200.
4. Faith Based Activities. The requirements of 24 C.F.R. Part 92.257 and 24 C.F.R. Part 570.200(j) regarding eligible use of funds by organizations that are religious or faith-based.
5. Civil Rights, Housing & Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100 et seq.; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 50 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 100 Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by executive Order 12608.
6. Discrimination Against the Disabled. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto.
7. Uniform Administrative Requirements. The requirements of 2 C.F.R. Part 200 regarding cost and auditing requirements.

8. Drug Free Workplace. Contractor shall provide a drug-free workplace and establish a drug-free awareness program in compliance with the Drug-Free Workplace Act of 1988, the required certification, when applicable, and implementing regulations at 2 C.F.R Part 200 as defined in 41 U.S.C. 701.
9. Anti-Lobbying; Disclosure Requirements. Contractor shall comply with Section 1352, Title 31, U.S. Code and implementing regulations at 24 C.F.R. Part 87 stipulating that no federal funds shall be spent for lobbying and agrees to disclose names of persons and amounts paid with non-federal funds to influence decisions by Congress or Executive Branch agencies, when applicable.
- 10 HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the contract funds, including but not limited to HUD regulations as may be promulgated regarding subrecipients.

B. Contractor shall release, defend, indemnify, and hold City, its officers, agents, volunteers, and employees harmless from any and all damages, liability, fines, penalties, and consequences from any noncompliance or violation of such laws, ordinances, codes and regulations.

C. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the City's Employee Relations Officer by telephone. Contractor shall promptly submit to City a written report, in such form as may be required by City, of all accidents which occur in connection with this contract. This report shall include the following information: (1) name and address of the injured or deceased person(s), (2) name and address of Contractor's subcontractor, if any, (3) name and address of Contractor's liability insurance carrier, and (4) a detailed description of the accident and whether any of City's equipment, tools, or materials were involved.

ARTICLE 14, CONFLICT OF INTEREST PROHIBITED

A. Interpretation of this Article 14 shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

B. In accordance with Government Code section 1090, B.M.C. 3.64, and Berkeley City Charter section 36, neither Contractor nor any person who is an employee, officer, director, partner, or member of contractor, or immediate family member of any of the preceding shall have served as either an elected officer, an employee, or a board, committee, or commission member of the City, who has either directly or indirectly influenced the making of this contract or the City program that created it.

C. In accordance with Government Code section 1090 and the Political Reform Act, Government Code sections 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee, or consultant of the Contractor or immediate family member of any of the preceding shall make or participate in a decision made by the City or a board, committee, or commission thereof, if it is reasonably foreseeable that the decision will have a material effect on any source or amount of income, investment, or interest in real property of that person or Contractor.

D. In the event that Contractor receives federal funds, then Contractor must also comply with federal conflict of interest statutes pursuant to federal regulation (24 C.F.R. Part 92.356; 24 C.F.R. Part 570.611).

ARTICLE 15, EMPLOYMENT OF NEAR RELATIVES PROHIBITED

Contractor hereby agrees to comply with the provisions of the City of Berkeley Employment of Near Relatives Policy. When employees are related, as specified below, such persons shall not engage formally or informally in supervisory relationships, except if the relationship existed prior to November 29, 2005, the effective date of this policy, and sufficient firewalls can be created to prevent actual or perceived conflict, or if approved in writing by the City of Berkeley.

A. Definitions

1) Near Relative: An individual's spouse, parent, sibling, child, grandparent, aunt, uncle, niece, nephew, cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparent, stepsibling, stepchild, grandchild, dependent, or domestic partner.

2) Supervisory Relationship: A direct supervisor-subordinate relationship between employees.

3) Firewalls: Accounting devices, procedures, practices, and relationships that prevent and negate the appearance or actuality of conflicts of interest in Contractor's personnel decisions and operations in fulfillment of the Contract's scope of services.

B. No person shall be appointed, promoted, demoted, flexibly placed, or transferred to any position, whether permanent or temporary, where such person's near relative already holds a position which would create a supervisory relationship as described herein.

C. No employee shall interview, recommend, or in any way be involved in the selection or disciplinary process of an employee's near relative.

D. Current employees of Contractor on the effective date of this policy will be allowed to remain in positions where they are in a supervisory relationship with a near relative under the following circumstances:

1. The employee has been in the position for six months or longer as of the effective date of this policy; and

2. Contractor creates sufficient firewalls to prevent actual or perceived conflict. Contractor must:

a. Immediately disclose the near relative relationship in writing to the City of Berkeley Contract Monitor; and

b. The near relative may not provide direct supervision; and

c. The near relative may not sign time cards; and

d. The near relative may not participate, in any way, in decisions that affect hiring, promotion, demotion, discipline, or salary rate.

E. Any Contractor who knowingly violates this policy may be subject to termination of the contract for cause.

F. The City of Berkeley may authorize exceptions to this policy whenever the best interests of the City so require. If an exception is granted, it shall be in writing.

ARTICLE 16. BONUSES PROHIBITED

The City of Berkeley prohibits the payment of bonuses from funds awarded as part of this contract.

ARTICLE 17. REQUIREMENTS FOR SERVICES TO MINORS

A. Criminal Background Checks: If Contractor provides services directly to minors, or provides services to participants, and these participants are accompanied by minors, Contractor shall conduct a criminal background check through the database of the California Department of Justice, and an FBI criminal database or equivalent national database (as required by the Contractor's liability insurance), on each of its employees and volunteers who have contact with or access to minors. Contractor shall not, at any time, allow its employees or volunteers to be in any position that allows for contact with or access to minors, if they have been convicted of any offense identified

in the California Public Resources Code Section 5164. City and Contractor understand that the results of background checks on minors may be confidential under state law. Therefore, all employees or volunteers must be at least 18 years of age if they are to be in a position that allows for contact with or access to any minor. Contractor shall ensure that no person paid or unpaid by Contractor shall be permitted to provide services to minors unless appropriate background checks, including fingerprints, have been performed prior to the beginning of services under this Agreement, and the person meets the standards set forth above.

B. Tuberculosis Testing: Contractor shall ensure that no person paid or unpaid by Contractor shall be permitted to provide services requiring contact with children unless Contractor has complied with the TB testing requirements set forth in Section 5163 of the California Public Resources Code, verifying that the person or persons has provided evidence/verification of a negative TB skin test reading less than 2 (two) years old (if newly hired) or within 4 (four) years (if current employee) of the date of execution of this Agreement. For persons with a positive TB skin test reading, a physician's medical clearance must be obtained prior to services being provided as specified above. Grantee shall keep on file each "Certificate" of clearance for the persons described above, and shall also make available a copy of each Certificate to City, if requested and allowed by law. "Certificate" means a document signed by a licensed examining physician and surgeon or a notice from a public health agency or unit of the tuberculosis association, which indicated freedom from active tuberculosis.

ARTICLE 18. CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST

The City's Conflict of Interest Code, Resolution No. 59,372-N.S., as amended, requires every consultant to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

ARTICLE 19. ECONOMIC OPPORTUNITIES FOR LOCAL BUSINESSES AND LOW INCOME RESIDENTS

To the greatest extent feasible, Contractor shall offer opportunities for training and employment to lower income Berkeley residents, and patronize and award contracts for work in connection with this contract to business concerns which are located in Berkeley or owned in substantial part by Berkeley residents.

ARTICLE 20. PROGRAM INCOME

Program income is gross income generated from the use of CDBG funds received under this Agreement for purposes defined in 24 C.F.R. Part 570.500(a). The use of program income by Contractor shall comply with the requirements set forth at 24 C.F.R. Part 570.504.

A. Service Fees: Revenue generating activities include, but are not limited to, fees charged for services provided under this Agreement. Income earned shall be considered additional revenue to be expended by Contractor during the term of this Agreement to provide additional services.

B. Interest on Advances: Any interest earned on cash advances from the U.S. Treasury or from funds held in a revolving fund account is not program income and shall be remitted promptly to City.

C. Proceeds from Sale of Real or Personal Property: Proceeds from the disposition of real or personal property acquired under this Agreement (see 24 C.F.R. Part 570.504).

D. Unexpended Program Income. Unexpended program income received under this Agreement during or after the expiration of the term of the Agreement shall be remitted to City.

E. Reports. Contractor shall report quarterly all program income generated by activities carried out with CDBG funds made available under this Agreement.

ARTICLE 21. DISCRIMINATION PROHIBITED

Contractor hereby agrees to comply with the provisions of City Ordinance No. 5876-N.S., as amended from time to time, and made a part hereof. In the performance of this agreement, Contractor agrees as follows:

A. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40) sex, pregnancy, marital status, disability, sexual orientation, or AIDS. This requirement shall apply to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. No person shall, on the grounds of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation, or AIDS, be excluded from participation in the performance of this contract.

C. In the performance of this contract, Contractor agrees to comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Contractor shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations that prohibit discrimination against individuals with disabilities or require that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

If Contractor is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Contractor shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Contractor. All Contractor's activities must be in accordance with these laws, ordinances, codes, and regulations, and Contractor shall be solely responsible for complying therewith.

Contractor agrees to review the City of Berkeley Grievance Procedure and Policy form(s) and to provide them to individuals with disabilities who allege they have been discriminated against based on their disability or denied a requested disability accommodation by the Contractor's staff.

D. Contractor shall permit City access to records of employment, employment advertisement, application forms, grievances and/or complaints, EEO-1 forms, and any other documents which, in the opinion of City are necessary to monitor compliance with the non-discrimination provisions, and will, in addition, fill-out in a timely fashion, forms supplied by City to monitor these non-discrimination provisions, to the extent required by HUD Regulations at 24 C.F.R. Part 570.

ARTICLE 22, NUCLEAR FREE BERKELEY

Contractor agrees to comply with B.M.C. 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

ARTICLE 23, BERKELEY LIVING WAGE ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts, grants or other monies received by the City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

B. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Article 31.

C. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All contractor employees who spend 50% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

D. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this contract, in addition to any rights and remedies provided by law or equity.

E. Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Article 29. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

F. In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

ARTICLE 24, BERKELEY EQUAL BENEFITS ORDINANCE

A. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

B. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Article 31 of this contract.

C. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this contract, in addition to any rights and remedies provided by law or equity.

D. Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Article 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

E. In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

ARTICLE 25, RELIGIOUS ACTIVITY PROHIBITED

There shall be no religious worship, instruction or proselytizing as part of or in connection with the performance of this contract.

ARTICLE 26, POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the City under this contract shall be used in the performance of this contract to further the election or defeat of any candidate for public office, to support or defeat any ballot measure, for any partisan political activity, or for the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.

ARTICLE 27, NON-PROFIT STATUS

A. Except as herein provided, Contractor must be a non-profit corporation. Contractor shall furnish the City with a copy of its articles of incorporation, a copy of its by-laws, and a current list of its Board of Directors. If there are any changes in Contractor's non-profit status with the California Secretary of State, Contractor shall notify City within five (5) working days of the notice of said change. Loss of non-profit status or failure to maintain a status of good standing with the Secretary of State is cause for termination of the contract.

B. Contractor must be a neighborhood-based, non-profit organization, a small business investment company, or a local development corporation, according to the definitions set forth in 24 C.F.R. Part 570.204, to be eligible to undertake economic development or neighborhood revitalization activities pursuant to 24 C.F.R. Part 570.204(c). Contractor shall furnish the City with document(s), evidencing proof of such status. If there are any changes in such status, Contractor shall notify City within five (5) working days of said change. Failure to maintain eligible organizational status as required by Government regulations is cause for termination of the contract.

C. This provision may not necessarily apply to Contractor if Contractor is undertaking only rehabilitation activities pursuant to 24 C.F.R. Part 570.202 or economic development activities pursuant to 24 C.F.R. Part 570.203.

ARTICLE 28, CHANGES

A. The terms and conditions of this contract shall not be altered or otherwise modified except upon a duly executed written amendment to this contract.

B. Contractor may request changes in the Scope of Services described in Exhibit A. Such changes, including any increase or decrease in the amount of the Contractor's compensation (Exhibit B), require City Manager approval and must be incorporated by written amendment to this contract.

ARTICLE 29, CONTRACT TERMINATION

This contract may be terminated for cause by Contractor upon thirty (30) days prior written notice. The City may terminate this contract in whole or in part without cause upon thirty (30) days' written notice to Contractor. The City may terminate this contract for cause upon five (5) days' written notice to Contractor. Causes for termination for cause may include, but are not limited to:

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

B. Failure to meet the performance standards contained in Exhibit(s) A of this contract. When the City notifies the Contractor that its contract performance is below performance specifications as outlined in the contract Exhibits, a corrective action plan must be submitted in writing by Contractor to the City within thirty (30) days. Failure to achieve the performance specifications within a maximum of sixty (60) days is cause for immediate contract termination.

C. Improper use or reporting of funds provided under this contract.

D. Reduction, suspension or termination of funding or grant(s) to the City from any Federal or State sources under which this contract is made, or the full or portion of general funds earmarked for this contract or appropriated by the City Council for this contract.

E. Non-compliance with the City of Berkeley Employment of Near Relatives Policy.

F. A written notice shall be deemed served upon sending said notice in a postage-paid envelope addressed to the other party to this contract and depositing the same with the United States Post Office with postage prepaid. For purposes of this contract, all notices to the City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, CA 94704

For purposes of this contract, all notices to Contractor shall be addressed to Contractor's authorized signee as indicated on the last page of this contract to the address indicated on page 1 of this contract.

G. If either party terminates this contract before the Contractor completes the services in Exhibit(s) A, in addition to any other rights and remedies provided by law or under this contract, Contractor shall be entitled to compensation for services performed hereunder, through and including the date of termination, but not to exceed the payment according to the rate specified in Exhibit B. Contractor shall be entitled to all reasonable costs incurred in connection with such services. In no event will the amount paid exceed the full amount in Article 3 of this contract.

ARTICLE 30, CLOSE OUT PROCEDURES

Contractor shall prepare and submit a final invoice for final claims no later than sixty (60) days after the termination of this contract. The final invoice shall cover all claims for costs incurred by the Contractor during the period of the contract. All unexpended funds shall be returned to the City. Where funds are due the City, payment should be made to CITY OF BERKELEY and must accompany the final invoice.

ARTICLE 31, AUDIT

All contractors receiving \$750,000 or more in federal funds shall have their financial and compliance records, maintained in connection with the operations and services performed under this contract, audited annually by an independent auditing agent. The City reserves the right to select the auditing agent. This audit will be conducted in accordance with the Single Audit Act of 1984, 2 C.F.R. Part 200, and any other prescribed guidelines. Contractors receiving \$750,000 or more in federal funds and choosing to select their own independent auditor shall provide the City with a copy of the audited Financial Statement which is to be prepared in compliance with 2 C.F.R. Part 200. Contractors receiving less than \$750,000 in federal funds are exempt from audit pursuant to the Single Audit Act of 1984, but records must be available for review by appropriate officials. All contractors, regardless of the amount of federal funds received, are subject to State and Local regulations.

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

The City will provide Contractor with the preliminary draft of the audit report and hold a conference with

Contractor to discuss the report if any findings are noted. Contractor shall respond to all findings within ten (10) working days after the conference. The auditing agent will then prepare its final audit report and submit it to the City Manager. City will notify contractor of any disallowed expenses. Contractor shall make payment of disallowed expenses to City within thirty (30) days of such notification, unless otherwise specified by the City. Failure to reimburse the City may result in the discontinuance of any or all City contracts with Contractor and may make Contractor ineligible for additional or further funds from the City.

ARTICLE 32, GOVERNING LAW

This contract shall be governed by the laws of the State of California.

ARTICLE 33, INDEPENDENT CONTRACTOR

A. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs its obligations under this Agreement. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationships between City and Contractor.

B. Terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only and not as to the means or methods by which such a result is obtained.

C. Nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

ARTICLE 34, CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Contractor has obtained a City business license as required by B.M.C. Ch. 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Ch. 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.

ARTICLE 35, ENTIRE AGREEMENT

A. The terms and conditions of this contract and all exhibits attached hereto or documents expressly incorporated by reference therein represent the entire contract between the parties hereto with respect to the subject matter hereof, and this contract shall supersede any and all other prior contracts, either oral or written, regarding the subject matter between the City and Contractor. No other contract, statement, or promise relating to the subject matter of this contract shall be valid or binding except upon a duly executed written amendment to this contract.

B. Should any conflicts arise between the terms and conditions of this contract and the terms and conditions of any exhibits attached hereto or documents expressly incorporated by reference therein, the terms and conditions of Federal Regulations shall control.

ARTICLE 36, OWNERSHIP OF DOCUMENTS

A. When this contract is terminated Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this contract. All materials shall be returned in the same condition as received.

B. All internal work, papers, internal drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by Contractor in connection with its performance of services under this contract, shall be, and shall remain after termination of this contract, the property of Contractor. Contractor may use that material for any purpose whatsoever. However, if either party terminates this contract before Contractor completes all services required under Article 1, the latest set of draft documents shall be and shall remain the property of the City.

C. The final written product of this contract shall be the property of the City. City may use all or any part of the

product for projects other than those contemplated by this contract. Contractor shall not be liable for any improper reuse of the product. City may also retain the original of any design documents upon request.

ARTICLE 37, SETOFF AGAINST DEBTS

Contractor agrees that City may deduct from any payments due to Contractor any monies that Contractor owes the City under any Ordinance, contract, or Resolution for any unpaid taxes, fees, licenses, unpaid checks, or other amounts.

ARTICLE 38, RECYCLED PAPER FOR WRITTEN REPORTS

If Contractor is required by this contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this contract shall be printed on both sides of the page whenever practical.

ARTICLE 39, MATERIAL SAFETY DATA SHEETS

A. To comply with the City's Hazard Communication Program, Contractor agrees to submit Material Safety Data Sheets (MSDS) for all products Contractor intends to use in the performance of work under this contract in any City facility. The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the City's Employee Relations Officer before Contractor may use that product.

B. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure

ARTICLE 40, SEVERABILITY OF PROVISIONS

Should a provision of this contract be held invalid by a court of competent jurisdiction, the remaining provisions hereof shall continue to be valid and enforceable.

ARTICLE 41, ASSIGNMENT

This contract may not be assigned without the prior written consent of the City.

IN WITNESS WHEREOF, the City and Contractor have executed this contract through their duly authorized representatives as of the date first above written.

CITY OF BERKELEY

By Paul Suddick
City Manager *Dee Williams-Ridley*

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF BERKELEY JUNE 2019

Registered by:

Jenny
City Auditor

Attest:

Rose Thomson
Deputy City Clerk

CONTRACTOR

Agency Name: Alameda County Network of Mental Health

Clients _____

By Katrina Kellon

Executive Director
Title

IRS Tax I.D. No.: _____

B.M.C. § _____

City of Berkeley Business License No.: BL-025776

Incorporated: Yes _____ No _____

Subject of Contract: _____

**EXHIBIT A
SCOPE OF SERVICES**

Agency Name: Alameda County Network of Mental Health Clients
Contract Period: Annual scope of a 4-year contract covering FY 2020 to FY 2023
Program Title: BDIC Drop in Services
Representative Payee Services

A. Agency-Wide Requirements

- 1. Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
- 2. Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
- 3. Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Alison Saichek
- 4. Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
- 5. Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs.

The Community Funding Program is incorporating and refining positive impact measures into our contract processes including reporting, contract monitoring activities and

evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in **Attachment C**;
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: BDIC Drop in Services

2. **Target Population:** *People living with mental health challenges and/or substance use challenges in Berkeley, with a focus on serving people living with homelessness or unstable housing

*Over 60% are dealing with unstable housing and homelessness.

*The majority of our members are adult, African American men who have been underserved/inappropriately served by behavioral healthcare systems. We believe the history of colonial slavery and white supremacy on which the United States was founded is directly correlated with the current high numbers of African American men facing poverty, homelessness, and other major life challenges. ~67% of our participants are African American

*Adults and older adults (54% age 26-59, 41% age 60)

*Many people with criminal justice histories (collecting this data starting in 2019)

Because of our peer-to-peer approach, we are well-positioned to serve people who have had challenges accessing traditional, mainstream social services.

3. **Project Description:**

The Berkeley Drop In Center(BDIC) offers a safe, welcoming environment for people living with mental health and/or substance use challenges, especially those who are homeless or at risk of homelessness. Our peer-operated center is designed to "meet people where they are at" by offering voluntary, holistic recovery supports including our free mail service (over 200 active users),

activities and support groups, and immediate basic needs such as using our public restroom (one of very few available in South Berkeley) or getting coffee and a snack. Providing a comfortable space for community members to engage with voluntary services allows them to build trust with the agency and access other supports including our housing advocates, representative payee service, and substance use counseling if and when they are ready.

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	500
b. Total number of Berkeley clients to be served:	400
c. Total number of Berkeley clients with disabilities to be served:	300
d. Total number of Berkeley homeless clients to be served:	300
e. Total number of Berkeley chronically homeless clients to be served:	300
f. Total number of Berkeley Female Heads of Household to be served:	25

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or
- Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes. BDIC conducts regular street outreach 1-2x per week to areas in our local community where people are living outside, including a number of

“encampments” where unsheltered residents are living outside. A team of at least one staff person and one volunteer bring information about the center and have conversations with people to encourage them to engage with the variety of services we offer.

We continue to collaborate with the Berkeley housing Hub and other local groups serving the same primary populations such as BACS, East Bay Community Law Center, Bay Area Legal Aid, NA, Inter-City Services, BOSS, and the Berkeley Mental Health Wellness Recovery team. This allows us to refer our participants to other agencies when a service is needed which we don't offer, as well as have partner organizations refer participants to BDIC. As the center is a program of AC Network of Mental Health Clients, we offer and receive referrals within the agency. Word of mouth continues to bring in new client

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:

d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Grievance policy is posted within the agency, and all clients receive a copy of the policy during intake.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements – (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

Residential Programs – (Year-round Shelter, Transitional Housing)

Permanent Supportive Housing/Shelter Plus Care

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

8. Other Requirements:

B. Program-Specific Requirements

1. Program Name: Representative Payee Services

2. **Target Population:** The primary population we serve are people living with mental health challenges and/or substance use challenges in South Berkeley, with a focus on serving people living with homelessness or unstable housing situations. Because of our wellness and recovery based, peer-to-peer approach, we are especially well-positioned to serve people who have had challenges accessing traditional, mainstream social services due to their behavioral challenges or cultural issues. The majority of people in our primary population are adult, African American men who have been underserved or inappropriately served by behavioral healthcare systems. Many of the people we serve are dealing with homelessness or inadequate housing.

For this program, our target population will be screened and referred by the HRC. We assume the referred individuals are eligible for assigned services.

3. Project Description:

- a. The Berkeley Drop In Center(BDIC) offers a safe, welcoming environment for people living with mental health and/or substance use challenges, especially those who are homeless or at risk of homelessness. Our Financial Service Advocacy(FSA) component provides direct Representative Payee services with a fee to members of our community experiencing homelessness, mental health challenges, and/or substance use disorders. Our Financial Services Advocacy program includes Money Management skills building, Benefits Counseling and a referral system to link clients to other vital services. Our goal is to provide a financial relationship with our members that will increase their independence and also support our most at risk members.
- b. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Representative Payee Services:

Supportive Services Rep Payee	Target
--------------------------------------	---------------

How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	Observe
	Service Population: Proportion of chronically homeless individuals served during (HUD Element, APR Q5a)	Observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	Observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	Observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (APR Q18)	90%
With What Impact?	Are participants maintaining or increasing their income? (APR Q19a3)	75%
	Are we keeping people housed for one year or longer? (APR Q22a1)	>95%

Contract Outcomes Measurement Language

All Permanent Supportive Housing and Supportive Services Only projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled for one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	50
b. Total number of Berkeley clients to be served:	34
c. Total number of Berkeley clients with disabilities to be served:	34
d. Total number of Berkeley homeless clients to be served:	30
e. Total number of Berkeley chronically homeless clients to be served:	30
f. Total number of Berkeley Female Heads of Household to be served:	0

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or
- Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category:

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes. The Berkeley Drop In Center receives all of its representative payee services referrals from the City of Berkeley CES. We assume all referrals have been screened and are eligible for assigned services.

In general our agency visits community sites twice a week in community areas where the homeless may be to provide basic information about the drop in center. We also participate in a variety of community events, health and wellness fairs, and other events focused on serving our population. Our intention is to inform the community about our services and to also model our story of recovery.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. BDIC accepts referrals exclusively from the North County HRC or the City of Berkeley Shelter Plus Care Program.

- b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.
- c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
- d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

The BDIC grievance policy is posted within the agency, and all participants receive a copy of the grievance policy at intake

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements – (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

- Accept all City of Berkeley funded placements from the Hub (and COB S+C Admin for Rep Payee)
- Attend meeting to provide explicit and timely rationale of denial of service to Hub placements
- Work with Hub and City staff to confirm all placement criteria for each program.
- Eliminate criteria not inherent to the fulfilling program intention
- Streamline enrollment process
- Add Agency HMIS Program Stamp to all accepted Hub placements.

Residential Programs – (Year-round Shelter, Transitional Housing)

Not Applicable

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.

- One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

C. Annual and Quarterly Required Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Program Reports are due by:
 - October 31, 2019 for period ending September 30, 2019
 - January 31, 2020 for period ending December 31, 2019
 - April 30, 2020 for period ending March 31, 2020
 - July 31, 2020 for period ending June 30, 2020

3. Statements of Expense are due quarterly by:
 - October 31, for period ending September 30
 - January 31, for period ending December 31
 - April 30, for period ending March 31
 - August 31, for period ending June 30.

4. General Ledger and Statement of Revenues and Expenditures (for the Program) are due by:
 - August 31, for the period covering July 1 to June 30.

5. Equipment Inventory Tracking Sheet is due by:
 - August 31, for the period covering July 1 to June 30.

6. Others...(reports are required if the box next to the report is checked)
 - Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data. .

 - Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

7. Other Requirements:

Client Satisfaction Survey: The City of Berkeley Community Funding program is requiring that all agencies incorporate a program-specific Client Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the program's survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident. Please See **Attachment C** for full details including required questions.

Attachments:

- A: Income Documentation Instructions
- B. Agency Intake Form
- C: Client Satisfaction Survey Required Elements

ATTACHMENT ... Income Requirements and Documentation Instructions

Reporting Income Levels:

Agencies must gather income data for each client served. Income data may be in the form of paychecks/stubs or other certification of income from work or benefits, or self-certification of income level. This method is preferred over presumed categories as it gives more accurate information about beneficiaries served at various levels, especially at the poverty level.

Unless your program has documentation that would support reporting a client under another category, use the following categories to report on clients served in particular "Presumed Benefit Categories":

- Abused Children – 30% of Area Median Income (AMI);
- Battered Spouses – 50% of AMI;
- Severely disabled adults – 50% of AMI;
- Homeless – 30% of AMI;
- Illiterate Adults – 50% of AMI;
- Persons with AIDS – 50% of AMI;
- Migrant farm workers – 50% of AMI;
- Elderly (62 years of age or older):
 - Center-based senior services – 80% of AMI;
 - Other senior services – 50% of AMI.

Keep files documenting the income of the clients you report as having served. Programs serving children must collect income verification from the adult responsible for the child. Nature/Location: If the clientele you serve would be presumed to have low or moderate incomes by virtue of the nature of the activity and the place it is carried out, for example, services for school children who all qualify for free or reduced lunch, report all beneficiaries as moderate income unless information is available that would support reporting such beneficiaries under another income category(ies). If an agency opts to use this method for reporting data, a detailed explanation is required.

Disabled: Persons with a condition(s) which substantially limits one or more activities of daily living, or a person having documentation of a disability or a person regarded as having such impairment.

Homeless: Use the following (HUD) definition to determine whether the client is homeless:

Living on or in:

- 1) the streets or other place not fit for human habitation (i.e. park, car, homeless encampment, abandoned building),
- 2) emergency shelter (includes hotel or motel paid for with an emergency shelter voucher),
- 3) transitional housing, and prior to that was homeless and living on the streets or in an emergency shelter, and upon leaving transitional housing has no resources to obtain permanent housing, or
- 4) living less than 30 days in a jail or institution, and prior to that had been staying in one of the three categories listed above.

Chronically Homeless: The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition, living on the streets or in a shelter who has either:

- 1) been continuously homeless for a year or more, or
- 2) has had at least four episodes of homelessness in the past three years.

FY2020 Income Level	Household Size					
	1	2	3	4	5	6
Poverty	\$12,490	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590
Extr. Low (to 30% AMI)	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100
Low Income (31-50% AMI)	\$43,400	\$49,600	\$55,800	\$61,950	\$66,950	\$71,900
Moderate (51-80% AMI)	\$69,000	\$78,850	\$88,700	\$98,550	\$106,450	\$130,100

Source: HUD User FY 2019 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
& Department of Health & Human Services (HHS) 2019 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

AGE:

<input type="checkbox"/> 0 – 5 <input type="checkbox"/> 6 – 11 <input type="checkbox"/> 12 – 17 <input type="checkbox"/> 18 – 24	<input type="checkbox"/> 25 – 44 <input type="checkbox"/> 45 – 54 <input type="checkbox"/> 55 – 61 <input type="checkbox"/> 62 and over
---	--

ETHNICITY (Please also make a selection from the “RACE” options in the next box)

Hispanic / Latino(a): Yes No

RACE:

<p>(Single Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black / African American <input type="checkbox"/> Native Hawaiian / Other Pacific Islander <input type="checkbox"/> White	<p>(Multiple Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native AND Black / African American <input type="checkbox"/> American Indian / Alaskan Native AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black / African American AND White <input type="checkbox"/> Other or Multiracial (please specify): _____
---	---

OTHER CHARACTERISTICS

Check all that apply:

Female Male Other
 Single Female Headed Family Disabled* Homeless* Chronically Homeless*

**You must obtain verification or self-certification.*

CURRENT INCOME INFORMATION: (CIRCLE correct income level for the total household)

FY2020	Household Size					
Income Level	1	2	3	4	5	6
Poverty	\$12,490	\$16,910	\$21,330	\$25,750	\$30,170	\$34,590
Extr. Low (to 30% AMI)	\$26,050	\$29,750	\$33,450	\$37,150	\$40,150	\$43,100
Low Income (31-50% AMI)	\$43,400	\$49,600	\$55,800	\$61,950	\$66,950	\$71,900
Moderate (51-80% AMI)	\$69,000	\$78,850	\$88,700	\$98,550	\$106,450	\$130,100

Source: HUD User FY2019 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
 & Department of Health & Human Services (HHS) 2019 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

INCOME CERTIFICATION

Interviewer: **Check** the income level of the client and indicate below the source of information used to verify this information. Please see instruction sheet to help with completion.

- | | | | |
|-----------------------------------|---|---|--|
| <input type="checkbox"/> CalWorks | <input type="checkbox"/> Food Stamps | <input type="checkbox"/> Medi-CAL | <input type="checkbox"/> Tax Return (most recent return) |
| <input type="checkbox"/> SSI** | <input type="checkbox"/> Payroll Stub** | <input type="checkbox"/> Bank Statement | <input type="checkbox"/> Other ** _____ |

(**current-within 2 months)

Self certified. Please explain:

I hereby certify that, to the best of my knowledge, the above statements are true and correct. I understand this information is subject to verification only by authorized HUD (U.S. Department of Housing & Urban Development) and or City of Berkeley officials.

CLIENT

Client Printed Name

Parent/Client Signature

Date

INTERVIEWER

Interviewer Printed Name

Interviewer Signature

Date

Attachment C

Guidance for Contracted Agency:

The City of Berkeley Community Funding program is requiring that that all agencies incorporate a program-specific Consumer Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident.

At minimum, all programs shall include **questions 1-4, and one or more** of the program-specific questions. You may choose the program specific questions that best fit your program.

Please contact your Contract Monitor if you have specific concerns or questions related to this based on your program. For example, if your agency works with families as a unit of care, rather than individuals, you may alter the text to best reflect your client base. For example, you may modify question 1 below to say "I am satisfied with the services my family received from this program." Please contact your Contract Monitor if you have questions or need additional guidance.

Sample instructional language to include in your survey:

Please rate how strongly you agree or disagree with each of the following statements. For statements that do not apply to your experience with our program, selected "Does Not Apply". If you do not understand the question, find the wording confusing, or are not sure how to reply, select the "I Do Not Understand This Question" option.

ALL PROGRAMS:

Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
1. I am satisfied with the services I have received from this program.							
2. This program's staff treated me with respect.							
3. This program helped me make progress towards my goals.							
4. This program met my needs.							

PROGRAM SPECIFIC QUESTIONS:

CHOOSE ONE OR MORE OF THE FOLLOWING TO INCORPORATE INTO YOUR PROGRAM SURVEY:							
Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
5. As a direct result of participating in the program I have what I need to maintain my independence.							
6. As a direct result of participating in the program my overall health and wellness has improved.							
7. As a direct result of participating in the program I have what I need to remain housed.							
8. As a direct result of participating in this program my housing situation has improved.							
9. As a direct result of participating in the program I have an increased understanding of community resources and supports.							
10. As a direct result of participating in the program I have enhanced skills and/or knowledge.							
11. As a direct result of participating in the program I have what I need to achieve my educational goals.							
12. As a direct result of participating in the program I have what I need to reach my employment goals.							
13. As a direct result of participating in the program I feel more connected to my community.							
14. As a direct result of participating in the program I feel less isolated.							

15. As a direct result of participating in the program my legal rights have been protected.							
16. As a direct result of participating in the program I am better able to take care of my own needs.							
17. As a direct result of participating in this program I feel more financially secure.							
18. As a direct result of participating in the program I ... (PLEASE WORK WITH CITY STAFF TO IDENTIFY AGREED UPON LANGUAGE FOR YOUR PROGRAM)							
19. Is there anything else you would like to say about your experience with this program?							

EXHIBIT B
FY 2020-2023 Annualized BUDGET

Agency: Alameda County Network of Mental Health Clients
Agency Revenue and Expense.

List Funds by Source	Fiscal Year 1 7/1/19-6/30/20
REVENUES	
City of Berkeley	\$117,737
State /County Funds:	
BHCS	\$1,406,665
Federal:	
Private/Foundations/Corporation Funds:	
Agency Generated Revenue:	
TOTAL REVENUE	\$1,524,402
Dollar Value of COB In-Kind Contributions	\$0
Dollar Value of Non-COB In-Kind Contributions	\$0
Percent City of Berkeley (includes In-Kind)	8%
Percent Other Public	92%
Percent Private/Other	0%
EXPENDITURES	
Salaries and Benefits	\$989,953
Operating Expense	\$484,449
TOTAL EXPENDITURES	\$1,474,402
Fixed Asset Expenditures	\$0

**EXHIBIT B
FY 2020-2023 Annualized BUDGET**

Program: BDIC Drop in Services

Personnel Expense		Annualized		GF		Leveraged Funding		Total Program Budget	
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary
Program Coordinator	Alejandro Soto-Vigil	\$52,000	\$25.00	18%	\$9,544.00	20%	\$10,457.00	38%	\$20,001
Janitorial	Jack Snaer	\$37,440	\$18.00	4%	\$1,455.00	11%	\$4,163.00	15%	\$5,618
Activities Coordinator	Victor Mavedzenge	\$44,398	\$21.35	0%	\$0.00	49%	\$21,658.00	49%	\$21,658
Payee Service Advocate	Marissa Tampoya	\$55,243	\$26.56	0%	\$0.00	0%	\$0	0%	\$0
Housing Specialist	Toya Groves	\$48,175	\$23.16	0%	\$0.00	0%	\$0.00	0%	\$0
Peer Counselor	John Holloway	\$44,398	\$21.35	0%	\$0.00	49%	\$21,658.00	49%	\$21,658
Housing Advocate	Ruby Butler	\$48,175	\$23.16	0%	\$0.00	0%	\$0.00	0%	\$0
				# of Total FTE	Subtotal Salaries	# of Total FTE	Subtotal Salaries	# of Total FTE	Subtotal Salaries
Subtotal Salaries		\$329,829		0.22	\$10,999	1.29	\$57,936	1.51	\$68,935
Taxes and Benefits					\$3,714.00		\$25,063.00		\$28,777
Total Personnel Exp					\$14,713		\$82,999		\$97,712
Operating Expense									
Office Supplies					\$3,634.00	\$12,149.00		\$15,783	
Rent					\$5,760.00	\$9,000.00		\$14,760	
Communications					\$1,692.00	\$1,182.00		\$2,874	
Utilities					\$3,960.00	\$860.00		\$4,820	
Equipment					\$0.00	\$18,894.00		\$18,894	
Transportation					\$5,962.00	\$2,842.00		\$8,804	
Professional Srvcs					\$0.00	\$5,897		\$5,897	
Total Operating Expense					\$21,008	\$50,824		\$71,832	
Total Expense					\$35,721	\$133,823		\$169,544	

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of Revenue Source	Amount of Award	Does this Revenue Source require match funding?	Match % Required	Amount of City Funds	Describe Eligible Activities that the funds support

				used as Match	
	\$0	No			
Alameda County	\$133,823	No			
Totals	\$133,823			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2020	Degrees/ Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Program Coordinator	Alejandro Soto-Vigil	Provides ongoing supervision and community leadership, manage & develop program policies & procedures	\$9,544	6 years experience with program development and volunteer coordination, staff supervision and team leadership, and training.	No	N/A
Janitorial	Jack Snaer	Basic maintenance & repair	\$1,455	15 years of janitorial service	No	N/A
	Taxes and Benefits	Payroll Taxes and Insurance	\$3,714			
	Rent	Rent of facility	\$5,760			
	Transportation	Mileage and transportation reimbursements for staff and volunteers	\$5,962			

Total Program NTE: \$35,721

**EXHIBIT B
FY 2020-2023 Annualized BUDGET**

Program: Representative Payee Services

Personnel Expense		Annualized		GF		Leveraged Funding		Total Program Budget	
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary
Program Coordinator	Alejandro Soto-Vigil	\$52,000	\$25.00	16%	\$8,350.00	0%	\$0.00	16%	\$8,350
Payee Service Advocate	Marissa Tampoya	\$55,243	\$26.56	16%	\$8,772.00	0%	\$0.00	16%	\$8,772
Front Desk Receptionist/Mail Supv.	Choose	\$37,440	\$18.00	0%	\$0.00	0%	\$0	0%	\$0
Janitorial	Jack Snaer	\$37,440	\$18.00	3%	\$1,273.00	0%	\$0.00	3%	\$1,273
				# of Total FTE	Subtotal Salaries	# of Total FTE	Subtotal Salaries	# of Total FTE	Subtotal Salaries
Subtotal Salaries		\$182,123		0.35	\$18,395	0.00	\$0	0.35	\$18,395
Taxes and Benefits					\$3,250.00		\$0.00		\$3,250
Total Personnel Exp					\$21,645		\$0		\$21,645
Operating Expense									
Office Supplies					\$2,217.00		\$0.00		\$2,217
Rent					\$5,040.00		\$0.00		\$5,040
Communications					\$1,480.00		\$0.00		\$1,480
Utilities					\$1,634.00		\$0.00		\$1,634
Administrative Overhead					\$0.00		\$3,125.00		\$3,125
Transportation					\$0.00		\$0.00		\$0
Total Operating Expense					\$10,371		\$3,125		\$13,496
Total Expense					\$32,016		\$3,125		\$35,141

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of Revenue Source	Amount of Award	Does this Revenue Source require match funding?	Match % Required	Amount of City Funds used as Match	Describe Eligible Activities that the funds support
fee paid by participants	\$3,125	No			
Totals	\$3,125			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2020	Degrees/ Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Program Coordinator	Alejandro Soto-Vigil	Provides ongoing supervision and community leadership, manage & develop program policies & procedures	\$8,350	6 years experience with program development and volunteer coordination, staff supervision and team leadership, and training.	No	N/A
Payee Service Advocate	Marissa Tampoya	Payee representation, money management & advocacy	\$8,772	4.5 years experience providing Payee Advocate services; 20 years experience in accounting/QuickBooks	No	N/A
Janitorial	Jack Snaer	Basic maintenance & repair	\$1,273	15 years of janitorial service	No	N/A
	Taxes and Benefits	Payroll Taxes and Insurance	\$3,250			
	Rent	Rent of facility	\$5,040			

Total Program NTE: \$32,016

Total Annualized Budget (including all programs): \$67,737

Total FY20-23 Contract Term NTE: \$270,948

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarter's statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION Alameda County Network of Mental Health Clients

ADDRESS 3238 Adeline St., Berkeley, CA 94703

BUSINESS LICENSE # BL-025776

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	1	3	1	2		1						
Professionals	8	7	2	1	3	5	1	1	2			
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical		2		2								
Skilled Craft Workers												
Service/Maintenance	1				1							
Other Occupation: Specify*												
Totals	10	12	3	5	4	6	1	1	2			

*Specify other occupation: _____

**Specify other ethnicity: _____

Is your business MBE/WBE/DBE certified?

 No

If Yes, by what agency? _____

If Yes, please specify: _____

or ethnic identification: _____

Do you have a policy of non-discrimination?

 Yes

Signature

Alison Saichuk

Date 7/1/2019

Print/Type Name of Signer Alison Saichuk

Verified by _____

Date _____

City of Berkeley Contract Administrator

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Alison Saichek Title: Finance Manager

Signature: Alison Saichek Date: 07/01/2019

Business Entity: Alameda County Network of Mental Health Clients

Contract Description/Specification No. Contract #010561

Attachment C

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES ____ NO ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES ____ NO ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Alison Saichek Title: Finance Manager

Signature: [Handwritten Signature] Date: 07/01/2019

Business Entity: Alameda County Network of Mental Health Clients

Contract Description/Specification No: Contract #10561

Section III

- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name HMCS

Department Representative [Handwritten Signature]

Form EBO-1 CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with handwritten entries: Name: Alameda County Network of Mental Health Clients, Vendor No., Address: 3238 Adeline St, City: Berkeley, State: CA, ZIP: 94703, Contact Person: Alison Saichek, Telephone: 510-652-5891, E-mail Address: finance@acnetmhc.org, Fax No.: 510-652-4557

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
B. Does your company provide (or make available at the employees' expense) any employee benefits?
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?*

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 1st day of July, in the year 2019, at Berkeley, CA
(City) (State)

Alison Saichek
Name (please print)

Alison Saichek
Signature

Finance Manager
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

DECLARATION OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) requires that private organizations serving the public make their goods, services and facilities accessible to people with disabilities. Furthermore, the City of Berkeley requires that all of its Contractors comply with their ADA obligations and verify such compliance by signing this Declaration of Compliance.

The Contractor certifies that it will comply with the Americans with Disabilities Act by:

- A. Adopting policies, practices and procedures that ensure non-discrimination and equal access to Contractor's goods, services and facilities for people with disabilities;
- B. Providing goods, services and facilities to individuals with disabilities in an integrated setting, except when separate programs are required to ensure equal access;
- C. Making reasonable modifications in programs, activities and services when necessary to ensure equal access to individuals with disabilities, unless fundamental alteration in the nature of the Contractor's program would result;
- D. Removing architectural barriers in existing facilities or providing alternative means of delivering goods and services when removal of barriers is cost-prohibitive;
- E. Furnishing auxiliary aids to ensure equally effective communication with persons with disabilities; and
- F. If contractor provides transportation to the public, by providing equivalent accessible transportation to people with disabilities.

The undersigned authorized representative hereby obligates the Contractor to the above stated conditions under penalty of perjury.

Alameda County Network of Mental Health Clients
Company Name



Signature of Authorized Representative

3238 Adeline St., Berkeley, CA 94703
Address

Alison B. Saichek
Type or Print Name

510-652-5891
Phone

6/30/2019
Date

Finance Manager
Type or Print Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Santa Maria & Company 1550 Parkside Drive Suite #200 Walnut Creek, CA 94596	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 925-956-7600	FAX (A/C, No): 925-956-7601
www.smcrisk.com	E-MAIL ADDRESS: certificates@smcrisk.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Alameda County Network of Mental Health Clients Coalition for Alternatives in Mental Health 3238 Adeline Avenue Berkeley CA 94703	INSURER A : NOVA Casualty Company 42552	
	INSURER B : United States Liability Insurance Co 25895	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 49701068 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CF1ML10001248-02	6/19/2019	6/19/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CF1ML10001248-02	6/19/2019	6/19/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CF1UM10000255-02	6/19/2019	6/19/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Dishonesty		CF1ML10001248-02	6/19/2019	6/19/2020	Employee Dishonesty - \$100,000
A	Forgery and Alteration		CF1ML10001248-02	6/19/2019	6/19/2020	Forgery and Alteration - \$45,000
B	Directors & Officers		NDO1575226	12/22/2018	12/22/2019	Limit: \$1,000,000 each claim Limit: \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Berkeley, its officers, agents, employees and volunteers are named as additional insured per attached forms #AGL09340716 & CG20260413 Common Policy Condition form #IL00171198 & 30 Day NOC Form #AIL00251011 are included.

CMS#DPTBR

CERTIFICATE HOLDER The City of Berkeley, it's Officers, Agents, Employees & Volunteers Attn: Kristen Lee health Housing & Com Svcs Dept 2180 Milvia Ave. 2nd Floor Berkeley CA 94704	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.
	AUTHORIZED REPRESENTATIVE Carl A. Santa Maria

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

THE CITY OF BERKELEY, ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS
ATTENTION: KRISTEN LEE
HEALTH HOUSING & COM SVCS DEPT
2180 MILVIA AVENUE, 2ND FLOOR
BERKELEY, CA 94704

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SOCIAL SERVICES - GENERAL LIABILITY EXTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. NON OWNED AIRCRAFT CHARTERED WITH CREW EXTENSION

Paragraph g. **Aircraft, Auto Or Watercraft** is amended to add an exception provision to the exclusion as follows:

a. This exclusion does not apply to aircraft chartered with crew to any insured.

b. This exception provision does not apply if the chartered aircraft is owned by any insured.

c. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess, or contingent.

3. NON OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured for aircraft, auto or watercraft whether primary, excess, or contingent.

4. PROPERTY SOLD OR ABANDONED BY YOU

Subparagraph (2) of j. **Damage To Property** is deleted and replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises, and occurred from hazards that were known by you or should have reasonably been known by you at the time the property was sold, given away or abandoned.

5. DAMAGE TO PREMISES RENTED TO YOU

a. The last Paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, when the damage is caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

b. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems. The Damage To Premises Rented To You limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire, lightning, explosion, smoke, water or leaks from automatic fire protective systems, or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

(1) \$1,000,000; or

(2) The amount shown on the Declarations for Damage To Premises Rented To You.

6. INVITEE PROPERTY DAMAGE LEGAL LIABILITY

a. The following is added to subparagraph (4) of j. **Damage To Property**:

However, this exclusion does not apply to "property damage" to your "invitee's" personal property in your care, custody or control caused by fire, lightning, explosion, smoke, water, leaks from automatic fire protective systems; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Arising out of your operations.

For the purposes of this endorsement, personal property does not include any of the following:

- (c) Accounts, bills, currency, food stamps or other evidences of debt; deeds, money, notes, or securities;
- (d) Contraband, or property in the course of illegal transportation or trade; or
- (e) Blueprints, documents, drawings, manuscripts, records or valuable papers.

b. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages sustained by all "invitees" because of "property damage" to personal property of such "invitees" in your care, custody or control is \$15,000.

7. Paragraph 2. Exclusions is amended to add the following exclusion:

Willful Violation Of A Penal Code Or Statute

"Bodily injury", "incidental medical malpractice liability" or "property damage" arising out of the willful violation of a penal code, statute or regulation relating to the sale or distribution of pharmaceuticals by or with the knowledge or consent of the insured.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,

Paragraph 2. Exclusions is amended as follows:

1. Subparagraph a. **Knowing Violation Of Rights Of Another** is amended to add the following:
This exclusion does not apply to "personal and advertising injury" caused by malicious prosecution.
2. Subparagraph e. **Contractual Liability** is deleted and replaced by the following:
 - e. Advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

This provision does not apply if **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded by endorsement.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Paragraph 1. is amended as follows:

1. The limit in subparagraph b. is increased to \$2,500.
2. The limit in subparagraph d. is increased to \$500 a day.

D. ADDITIONAL INSURED

1. **SECTION II - WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy, but only for liability arising out of "bodily injury," "property damage" or "personal and advertising injury".
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The insurance afforded to such additional insured only:
 - (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
 - a. The person(s) or organization(s) is an additional insured but only for liability caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with your premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:

COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or the failure to render any professional services by or for you.
- c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
- d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decoration and similar exposures;
 - (2) The construction, erection or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.
- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of insured premises.
- g. If the additional insured is grantor of franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or other interest from whom land has been leased, that person(s) or organization(s) is only an additional insured with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to their liability as such and arising out of the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee or receiver.
- j. If the additional insured is a controlling interest, that person(s) or organization(s) is an additional insured but only for their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.
 - (3) Their requirements for certain performance placed upon you, as a non-profit organization, in consideration for funding or financial contributions you receive from them; orAs respects Paragraph j.(2) above, this insurance does not apply to:
 - (4) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization; or
 - (5) Any "occurrence" which takes place after you cease to be a tenant in that premises.

- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (1) This insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs k.(d) or k.(f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - l. If the additional insured is a member or volunteer this insurance only applies with respect to their liability for your activities or activities they perform on your behalf.
 - m. If the additional insured is a trustee or member of the Board of Governors this insurance only applies with respect to their duties as such.
3. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.
 4. With respect to the insurance afforded to an additional insured as provided in Paragraphs D.1. and D.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.
 5. If an Additional Insured endorsement is attached to this Policy that specifically names a person or organization as an insured, then the above subsection D. **ADDITIONAL INSURED**s does not apply to such person(s) or organization(s).
 6. Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:
 For the purposes of the coverage provided by this endorsement, regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary and noncontributory.

E. SECTION II - WHO IS AN INSURED is amended as follows:

1. BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

3. Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a

Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

2. CO-EMPLOYEE COVERAGE AND CO-VOLUNTEER WORKERS

Subparagraphs (a), (b) and (c) under Paragraph 2.a.(1) do not apply to "bodily injury" for which insurance is provided as follows:

- a. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
- b. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employees" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.

3. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED NURSES, EMT'S AND PARAMEDICS

a. Paragraph 2.a.(1)(d) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only:

- (1) While performing the services described in the definition of "incidental medical malpractice injury"; and
- (2) When acting within the scope of their employment by you.

Any "employees" rendering "Good Samaritan Services" will be deemed to be acting within the scope of their employment by you.

- b. For the purposes of determining the applicable Limits of Insurance, any act or omission, together with all related acts or omissions in the furnishing of services for an "incidental medical malpractice injury" to any one person, will be considered one "occurrence".
- c. This provision as provided in Paragraph 3.a. and 3.b. does not apply if:
 - (1) You are in the business or occupation of providing any of the services described in "incidental medical malpractice injury"; or
 - (2) An endorsement is attached to this Policy that specifically provides liability coverage for registered or licensed practical nurses.
- d. The insurance provided by Paragraph 3.a. and 3.b. shall be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this Policy.

4. LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE

a. The last Paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced by the following: No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4.b. Excess Insurance is amended to add the following:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

F. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The notification requirements of Paragraphs 2.a. and 2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit apply only when the "occurrence", offense, claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner or member, if you are a partnership or joint venture;

- c. An officer or director, if you are an entity other than a partnership, joint venture or limited liability company;
- d. A member or manager, if you are a limited liability company; or
- e. An insurance manager, risk manager or other "employee" you designate prior to loss to give notice to us.

Knowledge of an "occurrence", offense, claim, or "suit" by your agent, servant or "employee" shall not in and of itself constitute knowledge by you unless an individual in one of the positions listed above has actual knowledge.

2. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" existing at the inception of this Policy, but reported such error or omission to us as soon as practicable after discovery, we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

3. SPECIAL EVENT PREMIUM RATING

The following is added:

Special Event Premium Rating

a. The rating for this endorsement includes the following special events:

- (1) All indoor special events with less than 2,500 attendees that are less than 24 hours in duration; and
- (2) All outdoor special events with less than 2,500 attendees that are less than 24 hours in duration.

b. The following special events shall be separately rated for additional premium:

- (1) Any special event that exceeds the number or attendees or duration as shown in 3.a.(1) or 3.a.(2) above;
- (2) Any parade, fair or carnival; or
- (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

4. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

"Bodily injury" means bodily injury, "incidental medical malpractice injury", mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. PERSONAL AND ADVERTISING INJURY

If **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is not otherwise excluded from this Policy, the definition in Paragraph 14.b. is deleted and replaced by the following:

b. Malicious prosecution or abuse of process;

The following is added:

"Personal and advertising injury" also means "discrimination" or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:

- (a) Not done intentionally by or at the direction of, or with the knowledge or consent of:
 - i. Any insured; or
 - ii. Any executive officer, director, stockholder, partner or member of any insured organization;
- (b) Not directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment, of any person or persons by any insured;
- (c) Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative

- ruling;
 (d) Not arising out of any "advertisement" by the insured.

3. INSURED CONTRACT

- a. Subparagraph a. of the definition of "insured contract" is deleted and replaced by the following:
 - a. A contract for a lease of premises.
- b. Subparagraph f. of the definition of "insured contract" is deleted and replaced by the following:
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" "property damage" or "personal and advertising injury" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. PRODUCTS-COMPLETED OPERATIONS HAZARD

The definition of "products-completed operations hazard" in Paragraph 16. is amended to add the following:

Includes all "bodily injury" and "property damage" arising out of your "designated products" on premises you own or rent; on premises used by you for a special event related to your business; or on connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, next to any such premises you own or rent, or use for a special event.

For the purpose of this definition, "designated products" means apparel, buttons, CD's, DVD's, posters, stickers, tapes and other similar products used to promote a special event related to your business.

The following definitions are added:

- 5. "Discrimination" means:
 - a. Unfair treatment of a natural person or organization including but not limited to discrimination based upon race, color, ethnic or national origin, religion, age, gender, marital status, sexual orientation or preference, pregnancy, physical disability or impairment, or mental disability or impairment; or
 - b. Any act or conduct that would be considered "discrimination" under any applicable federal, state, or local statute, ordinance or law.
- 6. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is requested or paid.
- 7. "Incidental medical malpractice injury" means "bodily injury", mental anguish, sickness or disease sustained by a person, including death resulting from any of these at any time, arising out of the rendering of, or failure to render, the following services:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - c. First aid.
- 8. "Invitee" means any of your clients, customers, guests, members, patrons, supporters, and "volunteer workers"; however, it does not include any person who is your "employee", "temporary worker" or independent contractor.

All other terms and conditions of the policy remain unchanged.

3. Druggists Endorsement **CG2269** is revised to introduce an exception for the administering of vaccinations.
4. Liquor Liability – Bring Your Own Alcohol Establishments Endorsement **CG2406** is introduced to provide coverage to insureds who permit any person to bring any alcoholic beverage on an insured's premises, for consumption on the insured's premises.

B. REDUCTIONS OF COVERAGE

1. Additional Insured – Users of Golfmobiles Endorsement **CG2008** is revised to include a definition of the term golfmobile.
2. **Liquor Liability Exclusion Endorsements**
The following endorsements are revised to indicate that the liquor liability exclusion will apply if a Named Insured permits any person to bring any alcoholic beverages on the Named Insured's premises, for consumption on the Named Insured's premises.
 - a. **CG2150** – Amendment Of Liquor Liability Exclusion (for use with Commercial General Liability Coverage Part)
 - b. **CG2151** – Amendment Of Liquor Liability Exclusion – Exception For Scheduled Premises Or Activities (for use with Commercial General Liability Coverage Part)
 - c. **CG2952** – Amendment Of Liquor Liability Exclusion (for use with Products/Completed Operations Liability Coverage Part)
 - d. **CG2953** – Amendment Of Liquor Liability Exclusion – Exception for Scheduled Premises Or Activities (for use with Products/Completed Operations Liability Coverage Part)
3. Total Pollution Exclusion For Designated Products Or Work Endorsement **CG2199** is introduced to exclude coverage with respect to bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants which arises out of the product or work scheduled in the endorsement.
4. Amendment Of Personal And Advertising Injury Definition Endorsement **CG2413** is introduced to remove from the definition of personal and advertising injury the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.

C. OTHER CHANGES

1. Limited Product Withdrawal Expense Endorsement **CG0436** is revised, in part, to reinforce that the Participation Percentage is indicated in the Schedule and to reflect that the cost of the insured's participation in each product withdrawal will be borne by the Named Insured when due.
2. Primary And Noncontributory – Other Insurance Condition Endorsement **CG2001** is introduced to revise the Other Insurance Condition to indicate that coverage is provided to an additional insured on a primary and noncontributory basis, provided that certain requirements are met.
3. **Additional Insured Endorsements**
The following additional insured endorsements are revised to indicate that when these endorsements are attached to a policy, if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the Named Insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the Limits of Insurance of the Named Insured's policy that are available to an additional insured

COMMERCIAL GENERAL LIABILITY

will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less:

- a. **CG2003** – Additional Insured – Concessionaires Trading Under Your Name
- b. **CG2005** – Additional Insured – Controlling Interest
- c. **CG2007** – Additional Insured – Engineers, Architects Or Surveyors
- d. **CG2010** – Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization.
- e. **CG2011** – Additional Insured – Managers Or Lessors Of Premises
- f. **CG2012** – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations
- g. **CG2013** – Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises
- h. **CG2015** – Additional Insured – Vendors
- i. **CG2018** – Additional Insured – Mortgagee, Assignee Or Receiver
- j. **CG2023** – Additional Insured – Executors, Administrators, Trustees Or Beneficiaries
- k. **CG2024** – Additional Insured – Owners Or Other Interest From Whom Land Has Been Leased
- l. **CG2026** – Additional Insured – Designated Person Or Organization
- m. **CG2027** – Additional Insured – Co-Owner Of Insured Premises
- n. **CG2028** – Additional Insured – Lessor Of Leased Equipment
- o. **CG2029** – Additional Insured – Grantor Of Franchise
- p. **CG2030** – Oil Or Gas Operations – Nonoperating, Working Interests
- q. **CG2031** – Additional Insured – Engineers, Architects Or Surveyors
- r. **CG2032** – Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured
- s. **CG2033** – Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You
- t. **CG2034** – Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You
- u. **CG2035** – Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor
- v. **CG2036** – Additional Insured – Grantor of Licenses
- w. **CG2037** – Additional Insured – Owners, Lessees or Contractors – Completed Operations
- x. **CG2935** – Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits or Authorizations

4. Professional Services Endorsements

The following endorsements are revised to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured:

- **CG2116** – Exclusion – Designated Professional Services
- **CG2152** – Exclusion – Financial Services
- **CG2156** – Exclusion – Funeral Services
- **CG2157** – Exclusion – Counseling Services
- **CG2158** – Exclusion – Professional Veterinarian Services
- **CG2159** – Exclusion – Diagnostic Testing Laboratories
- **CG2224** – Exclusion – Inspection, Appraisal And Survey Companies
- **CG2232** – Exclusion – Professional Services – Blood Banks
- **CG2233** – Exclusion – Testing Or Consulting Errors And Omissions
- **CG2234** – Exclusion – Construction Management Errors And Omissions
- **CG2236** – Exclusion – Products And Professional Services (Druggists)
- **CG2237** – Exclusion – Products and Professional Services (Optical And Hearing Aid Establishments)
- **CG2239** – Exclusion – Camps Or Campgrounds
- **CG2243** – Exclusion – Engineers, Architects Or Surveyors Professional Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE

This endorsement modifies insurance provided under the following:

- COMMERCIAL CRIME COVERAGE FORM
- COMMERCIAL CRIME POLICY
- EMPLOYEE THEFT AND FORGERY POLICY
- GOVERNMENT CRIME COVERAGE FORM
- GOVERNMENT CRIME POLICY
- GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY

SCHEDULE

Name Of Loss Payee:

THE CITY OF BERKELEY, IT'S OFFICERS, AGENTS, EMPLOYEES &
VOLUNTEERS, HEALTH HOUSING & COM SVCS DEPT

Address Of Loss Payee:

ATTN: KRISTEN LEE
2180 MILVIA AVE. 2ND FLOOR
BERKELEY CA 94704

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. You agree that any loss payable under this insurance shall be paid to the Loss Payee shown in the Schedule as its interests may appear and any such payment shall constitute payment to you. We agree that we will make all such payments to the Loss Payee, and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you.
2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including the Loss Payee, other than to receive payment for loss as set forth in this endorsement.
Any claim for loss that is covered under this insurance must be presented by you.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON RENEWAL TO DESIGNATED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- GARAGE COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE*

Name and Mailing Address of Designated Person(s) or Organization(s)

#	Name	Mailing Address
1.	THE CITY OF BERKELEY, IT'S OFFICERS AGENTS, EMPLOYEES & VOLUNTEERS HEALTH HOUSING & COM SVCS DEPT .	ATTN: KRISTEN LEE 2180 MILVIA AVE. 2ND FL BERKELEY CA 94704

Cancellation Notice Period for Nonpayment of Premium if other than 10 days: 30

Cancellation Notice Period for Other Than Nonpayment of Premium if other than 30 days: _____

Non-Renewal Notice Period if other than 10 days: _____

(*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.)

The following is added to Common Policy Conditions, Section **A. Cancellation**:

In addition to any notices that may be required by law:

1. If we cancel this policy, we will endeavor to notify the individual(s) or organization(s) shown in the Schedule at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason; or the number of days shown in the Schedule;
2. If we elect not to renew this policy, we will endeavor to notify the individual(s) or organization(s) shown in the Schedule at least:
 - a. 10 days before the expiration date of this policy; or
 - b. The number of days before the expiration date of this policy shown in the Schedule;
3. At our option, we will endeavor to mail or deliver our notice to each mailing address shown in the Schedule or endeavor to send an email to an address provided to us by the person(s) or organization(s) shown in the Schedule;
4. If notice is mailed, proof of mailing will be sufficient proof of notice; and
5. Our failure to notify the individual(s) or organization(s) shown in the Schedule in a timely fashion or our failure to notify them at all will not impose liability of any kind upon us or the producer of record.

All other terms and conditions of the policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of California, Inc 3697 Mt. Diablo Blvd, Ste 100 Lafayette CA 94549-3745		CONTACT NAME: Michelle Scanlon PHONE (A/C, No, Ext): (800) 733-3131 FAX (A/C, No): E-MAIL ADDRESS: mscanlon@bbnca.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Republic Indemnity Company of California	NAIC # 43753
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL19121040783 **REVISION NUMBER:**

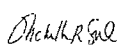
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	18672508	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract #010568 & CMS # SGYNB Evidence of Workers' Compensation Insurance. Waiver of subrogation applies.

* Endorsement has been ordered from the insurance company *

CERTIFICATE HOLDER CITY OF BERKELEY Department of Health, Housing & Community 2180 Milvia St, 2nd Floor Berkeley CA 94704	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. AUTHORIZED REPRESENTATIVE 
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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Berkeley Department of Health, Housing & Community 2180 Milvia St., 2nd Floor Berkeley, CA 94704	RE: Contract #010568A & U2YAG

The premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided, subject to a minimum premium of \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Berkeley Food & Housing Project (Non-Profit Corp)
Policy Number	186725-08
Endorsement Number	5
Endorsement Effective	December 31, 2019
Printed On	December 11, 2019

Countersigned by : _____

REVISION OF CANCELATION NOTICE ENDORSEMENT

The Cancellation Provision of this policy is hereby amended to provide that written notice of cancellation must be mailed to the address shown in Item 1 of the Information Page stating when, not less than 30 days thereafter such cancellation shall be effective.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Berkeley Food & Housing Project (Non-Profit Corp)
Policy Number	186725-08
Endorsement Number	3
Endorsement Effective	December 31, 2019
Printed On	December 11, 2019

Countersigned by : _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Berkeley Department of Health, Housing & Community 2180 Milvia St., 2nd Floor Berkeley, CA 94704	RE: Contract #010568 & CMS # SGYNB

The premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided, subject to a minimum premium of \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Berkeley Food & Housing Project (Non-Profit Corp)
Policy Number	186725-08
Endorsement Number	4
Endorsement Effective	December 31, 2019
Printed On	December 11, 2019

Countersigned by : _____

RESOLUTION NO. 69,010-N.S.

ADOPTING THE CITY OF BERKELEY BIENNIAL BUDGET FOR
FISCAL YEARS 2020 and 2021

WHEREAS, on May 7, 2019, the City Manager presented to the City Council the FY 2020 & FY 2021 Proposed Biennial Budget; and

WHEREAS, the City Council held a series of meetings to consider the Proposed Biennial Budget, including public hearings held on May 14, 2019, and May 28, 2019, and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meetings on June 11, 2019, and June 25, 2019; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2020. The advances are to be equivalent to 25% of the agency's allocation; and

WHEREAS, on July 25, 2017, through Resolution No. 68,100 N.S. Council authorized the City to enter into a three-year contract of approximately \$4,432,000 between the City of Berkeley and Alameda County Health Care Services Agency, with approximately \$1.7 million available in year one (FY 2018), and \$1,200,414 available in years two (FY 2019) and three (FY 2020) (funds to be deposited in revenue code 336-51-504-535-0000-000-000-431110); and

WHEREAS, \$1,200,414 is available to the North County Coordinated Entry System for FY 2020 (budget code 336-51-504-535-0000-000-444-636110).

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopted the FY 2020 and FY 2021 Biennial Budget contained in the City Manager's Proposed FY 2020 and FY 2021 Proposed Biennial Budget, as well as the Proposed Capital Budget, presented to Council on May 7, 2019 (Exhibit A) and as amended by subsequent Council action on June 25, 2019 (Exhibit B and C).

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2020 Adopted Budget will be reflected in a separate FY 2020 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2020, as reflected in Attachment 2.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance,

the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:
 - Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - An end-of-year narrative summary of accomplishments.

2. All other agencies receiving General Fund only:
 - Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required semi-annually.

3. Agencies with State and/or Federal Funding:
 - Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process and as outlined in Exhibit E. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.

BE IT FURTHER RESOLVED, that the City Manager is authorized to carry over any remaining Alameda County Boomerang Funds from FY 2018 and FY 2019 and allocate those funds to Bay Area Community Services to operate the North County Coordinated Entry System (CES) (budget codes 336-51-504-535-0000-000-000-431110). These funds will be included in the First Amendment to the FY 2020 Annual Appropriations Ordinance.

BE IT FURTHER RESOLVED, that the City Manager is authorized to enter into a contract for \$1,200,414 with Bay Area Community Services to operate the North County Coordinated Entry System for FY 2020 (budget codes 336-51-504-535-0000-000-444-636110).

BE IT FURTHER RESOLVED, that the City Manager is authorized to carry over any ESG unspent funds from FY 2018 and FY 2019 and allocate those funds to the Coordinated Entry System (CES) – the HUB – for ESG eligible activities in FY 2020. These funds will be included in the First Amendment to the FY 2020 Annual Appropriations Ordinance.

BE IT FURTHER RESOLVED, that the City Manager has the authority to allocate unused Tenancy Support Services (TSS)/Shelter Plus Care Case Management homeless funding to other Berkeley-funded homeless agencies that provide TSS/Shelter Plus Care Case Management services at equivalent rates in the event any agency does not agree to the new caseload and/or rate or cannot fulfill contractual obligations.

BE IT FURTHER RESOLVED, that the City Manager is authorized to discontinue Measure E funding to Easy Does It if City Audit recommendations are not implemented and maintained, and authorize the City Manager to release a RFP specifically for Measure E funds.


BE IT FURTHER RESOLVED, that the City Manager is authorized to require that the Berkeley Community Gardening Collaborative specifically target outreach efforts and services to low-income residents for the funded program.

The foregoing Resolution was adopted by the Berkeley City Council on June 25, 2019 by the following vote:

Ayes: Bartlett, Davila, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest:



Mark Numainville, City Clerk

FY 2020 Community Agency Allocations

Agency/Individual Name	FY 2019 Allocations	FY 2020 Adopted	CDBG	CSBG	ESG	General Fund	Other Funds
Arts							
Berkeley Art Center	86,652	86,652				86,652	
Civic Arts Grants	500,478	500,000				500,000	
Arts Total	587,130	586,652				586,652	
Childcare							
Bay Area Hispano Institute for Advancement - Child Development Program Bananas Inc.	82,143	82,143				82,143	
Child Care Subsidies	283,110	283,110				269,835	13,275
Play & Learn Playgroups	10,527	10,527				10,527	
QRIS Services	95,000	95,000				95,000	
Ephesians Children's Center - Childcare Program Healthy Black Families, Inc.	45,507	45,507				45,507	
Sisters Together Empowering Peers (STEP)	87,616	87,616				87,616	
Nia House Learning Center	39,999	39,999				39,999	
St. John's Child Care	30,691	0					
Women's Daytime Drop-In Center Parent and Child Services	20,438	0					
Childcare Total	612,888	643,902				630,627	13,275
Community Facilities Improvements							
Rebuilding Together Community Facilities	24,575	24,575	0			24,575	
Community Facilities Improvements Total	24,575	24,575	0			24,575	
Community Media							
Berkeley Community Media	230,710	230,710				230,710	
Community Media Total	230,710	230,710				230,710	
Disability Programs							
Bay Area Outreach and Recreation Program Recreational Services for the Disabled	42,322	43,592				43,592	
Berkeley Place	17,183	17,183				17,183	
Bonita House Creative Wellness Center	14,878	15,324				15,324	
Center for Independent Living: Wheelchair, Ramp & Lift Program	140,000	159,660	159,660				
Easy Does It	1,252,320	1,297,768					1,297,768
Through the Looking Glass	26,414	27,206				27,206	
Disability Programs Total	1,493,117	1,560,733	159,660			103,305	1,297,768
Economic Development							
Berkeley Convention and Visitors Bureau	650,000	650,000				650,000	
Economic Development Total	650,000	650,000				650,000	
Employment Training							
Bread Project	56,165	57,850				57,850	
Inter-City Services	101,643	101,351				101,351	
Multicultural Institute Lifeskills Program	66,151	68,136				68,136	
Rising Sun – Green Energy Training Services	65,852	67,828				67,828	
UC Theater - Berkeley Music Group		40,000				40,000	
Employment Training Total	289,811	335,165	0			335,165	
Health							
Lifelong Medical Care: Access for Uninsured (BPC, WBFP, Uninsured, Acupuncture Detox Clinic)	184,325	189,855		160,000		29,855	
Geriatric Care/Hypertension	111,207	114,543				114,543	
Berkeley Free Clinic Free Women and Transgender Health Care Service	15,396	15,858				15,858	
Sugar - Sweetened Beverage Berkeley Unified School District	637,500	872,616				872,616	
Sugar - Sweetened Beverage Panel (POE)*	637,500	872,616				872,616	
Health Total	1,585,928	2,065,488		160,000		1,905,488	
Homeless Services							
Alameda County Homeless Action Center SSI Advocacy	126,349	129,539				109,539	20,000
Rapid Rehousing for Homeless Elders Project		68,220				68,220	
Alameda County Network of Mental Health Clients Daytime Drop-In	35,721	35,721				35,721	
Case Management Tied to Permanent Housing	22,080	0					
Representative Payee Services	32,016	32,016				32,016	
Bay Area Community Services							

FY 2020 Community Agency Allocations

Agency/Individual Name	FY 2019 Allocations	FY 2020 Adopted	CDBG	CSBG	ESG	General Fund	Other Funds
North County HRC/Housing Hub	0	2,485,866	248,419		203,667	833,366	1,200,414
Berkeley Food & Housing Project							
Berkeley Mental Health Flex Spending Program	298,000	0					
Case Management Tied to Permanent Housing	74,340	100,190				100,190	
North County HRC/Housing Hub	1,278,128	0					
Men's Shelter	165,536	170,502	170,502				
Community Meal	35,786	0					
Russell Street Supportive Housing Program	43,045	157,045					157,045
Women's Shelter	116,469	119,963				119,963	
Bonita House							
Case Management Tied to Permanent Housing	18,151	24,480				24,480	
Building Opportunities for Self Sufficiency:							
BOSS House Navigation Team	96,502	86,831				86,831	
Multi Agency Service Center (MASC)	58,142	0					
Representative Payee Services	52,440	52,440				52,440	
Sankofa Transitional Housing	25,992	25,992				25,992	
Ursula Sherman Village Singles Shelter	101,614	104,662				104,662	
Usula Sherman Village Family Transitional Shelter	25,391	25,391				25,391	
City of Berkeley EveryOne Home	20,124	20,124				20,124	
Covenant House California (YEAH!)							
Case Management Tied to Permanent Housing	35,000	0					
Shelter Services - HCRC	309,115	318,388				318,388	
Dorothy Day							
Berkeley Emergency Storm Shelter	362,061	30,101				30,101	
Breakfast Program	41,223	0					
Drop In Center	0	177,437				177,437	
Vets Shelter		565,963					565,963
Fred Finch Youth Center:							
Turning Point	86,655	89,255				89,255	
Lifelong Medical Care:							
Case Management Tied to Permanent Housing	153,652	163,644				163,644	
Supportive Housing Program UA Homes	52,250	55,164				55,164	
Options Recovery Services - Detox Services & Day Treatment							
Daytime Treatment & Dual Diagnosis Clinic	108,528	0					
Transitional Housing and Case Management	127,313	50,000				50,000	
Telegraph Business Improvement District							
Berkeley Host Program	49,139	49,139				49,139	
The Suitcase Clinic	9,828	9,828				9,828	
Toolworks, Inc. Supportive Housing	47,665	47,665				47,665	
Women's Daytime Drop-In Center:							
Bridget Transitional House Case Management	30,777	118,728				118,728	
Daytime Drop-In Services	40,266	48,153				48,153	
Domestic Violence Services	26,832	0					
Homeless Case Management - Housing Retention	75,911	100,190				100,190	
Meals Program	12,105	0					
Homeless Services Total	4,194,146	5,462,637	418,921	0	203,667	2,896,627	1,943,422
Housing Development & Rehabilitation							
Bay Area Community Land Trust	4,991	5,200				5,200	
Community Energy Services Corporation	282,334	0					
CHDO Programs		Refer to HTF/CHDO					
Habitat for Humanity East Bay/Silicon Valley							
Housing Rehabilitation Grant Program	0	250,000	250,000				
Rebuilding Together							
Safe Home Project	98,279	98,275				98,275	
Resources for Community Development							
CHDO General Operating Support	28,115	0					
Social Services at Special Needs Housing	9,828	0					
Satellite Affordable Housing Associates							
CHDO General Operating Support	28,115	0					
Housing Development & Rehabilitation Total	451,662	353,475	250,000			103,475	0
Legal/Advocacy							
East Bay Community Law Center							
Consumer Justice Clinic/Housing Advocacy	32,664	33,644				33,644	
Eviction Defense Services	150,000	275,000				275,000	

FY 2020 Community Agency Allocations

Agency/Individual Name	FY 2019 Allocations	FY 2020 Adopted	CDBG	CSBG	ESG	General Fund	Other Funds
Housing Retention	250,000	250,000				250,000	
Fair Housing Counseling	34,932	0					
Eden Council for Hope and Opportunity	0	35,000	35,000				
Eviction Defense Center	150,000	275,000				275,000	
Family Violence Law Center - Domestic Violence & Homelessness Prevention Project	60,041	61,842				61,842	
Legal/Advocacy Total	677,637	930,486	35,000			895,486	
Other							
Animal Rescue	23,812	23,812				23,812	
Berkeley Community Gardening Collaborative	11,895	11,895				11,895	
Berkeley Project	32,000	32,000				32,000	
Community Agency Publishing Outcomes Project		25,000				25,000	
Eden Information & Referral	35,000	35,000				35,000	
McGee Avenue Baptist Church	17,035	17,844				17,844	
SEEDS Community Resolution Center	21,896	22,553				22,553	
Other Total	141,638	168,104				168,104	0
Recreation							
Ephesians Children's Center - Greg Brown Park Supervision	18,573	18,573				18,573	
Recreation Total	18,573	18,573				18,573	
Seniors							
J-Sei	8,845	9,110				9,110	
Seniors Total	8,845	9,110				9,110	
Youth							
Bay Area Community Resources							
School Based Behavioral Health Services	94,964	94,964				94,964	
Bay Area Hispano Institute for Advancement - Out of School Time Programs	21,447	21,447				21,447	
Berkeley High School Bridge Program	79,000	79,000				79,000	
Berkeley Youth Alternatives:							
Afterschool Program	30,000	30,000				30,000	
Counseling	0	30,000				30,000	
Biotech Partners -- Biotech Academy at Berkeley High	91,750	91,750				91,750	
Building Opportunities for Self Sufficiency							
BOSS Homeless Children's Learning Center	33,500	0					
Ephesians School-Age Program	39,840	39,840				39,840	
Lifelong Medical Care							
Rosa Parks Collaborative	44,804	44,804				44,804	
Multicultural Institute Youth Mentoring	33,603	33,603				33,603	
Pacific Center for Human Growth - Safer Schools Project	23,245	23,245				23,245	
RISE Program	216,039	216,039				216,039	
SEEDS Community Resolution Center - Restorative Justice in Schools	25,000	0					
South Berkeley Community Church - Youth Program	0	0					
Stiles Hall	90,000	90,000				90,000	
Supplybank.Org (Formerly K to College)	30,000	25,000				25,000	
Through The Looking Glass - Parenting Education and Kindergarten Readiness		25,000				25,000	
UC Berkeley							
BUILD Literacy/Cal Corp	95,360	95,360				95,360	
Brdging Berkeley	34,640	34,640				34,640	
YMCA of the East Bay - Y-Scholars Program							
Y- Scholars Program		40,000				40,000	
School Readiness Program		50,875				50,875	
Youth Spirit Artworks							
Vocational Arts Training	33,777	0					
BUSD Homeless Student Program	50,000	0					
Youth Total	1,066,969	1,065,567	0			1,065,567	
TOTAL COMMUNITY AGENCY ALLOCATIONS	12,033,629	14,105,177	863,581	160,000	203,667	9,623,464	3,254,465

o Community Development Block Grant (CDBG)/Emergency Solutions Grant (ESG)

*Subject to the Sugar – Sweetened Beverage Panel of Experts (POE) allocation.

RECEIVED
FEB 19 2020
CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

"AMENDMENT" (CCO 3)

Contract# 31900271	Vendor# 1241
--------------------	--------------

CONTRACTOR NAME: Berkeley Food and Housing Project **Berkeley Business License #:** BL-018913

Subject of Contract: Homeless Services

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
2 Original Contracts (Vital Record and Vendor) in folder				
*The Vital Record contract MUST be in a folder. Vendor copy may be assembled with an Acco-fastener. * DocuSign Agreements only require 1 Original (Vital Record) copy.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution # <u>70,422-N.S.</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Requisition # 1200375(Hard copy attached)**Budget Code** 11-51-503-523-5002-000-451-636110 **Amt.** \$71,250.00

Council Approved Amount \$1,973,183

Purchase Order # 22000506

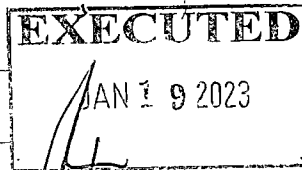
Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

Original contract amount	\$ <u>\$1,562,620.00</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>\$339,313.00</u>
Amount added by this amendment	\$ <u>\$71,250.00</u>
Total/cumulative contract amount after amendment	\$ <u>\$1,973,183.00</u>
Contingency	\$ _____
TOTAL NOT TO EXCEED AMOUNT	\$ <u>\$1,973,183.00</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures:

1.	Myette Anderson <u>Myette Anderson</u>	HHCS	510-981-5419	12/20/2022
	Project Manager (Myette Anderson)	Department	Phone No.	Date
2.	Ann Song <u>Ann Song</u>			1/11/2023
	Department Administrative Officer/Accounting (Ann Song)			Date
3.	Lisa Warhuus <u>Lisa Warhuus</u>			1/11/2023
	Department Head (Lisa Warhuus)			Date
4.	Josh Roben <u>Josh Roben</u>			1/17/2023
	Contract Administrator (Josh Roben)			Date
5.	Sharon Friedrichsen <u>Sharon Friedrichsen</u>			1/17/2023
	Budget Manager (Sharon Friedrichsen)			Date



Routing continues to the following persons, who sign directly on the contract: (Will not sign unless all signatures and dates appear above)

6. **City Manager**
7. **City Clerk:** Destruct _____ Review _____

VC2D 1/19/23

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal

(To be completed by Project Manager)

Contractor Berkeley Food and Housing Project
 3225 Adeline Street
 Address
Berkeley, Ca 94703
 City/State/Zip

Amended Contract Number:
31900271

Contract Amendment Authority

- Resolution # 70,422 Original Resolution # 69,010
 Ordinance # _____ (if appropriate)
 City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: _____
 Change of Dollars: Original Amount: \$1,562,620 Amended Not to Exceed Amount: \$1,973,183.00

Change of Contract Term

Change as of This Amendment or Extension:

From: _____ To: _____

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: _____ To: _____

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	\$ _____	_____	_____
General Liability	<input type="checkbox"/>	<u>\$3,000,000</u> _____	7/1/2023 _____	_____
Automobile	<input type="checkbox"/>	<u>\$5,000,000</u> _____	7/1/2023 _____	_____
Workers Comp.	<input checked="" type="checkbox"/>	<u>\$1,000,000</u> _____	12/31/2023 _____	_____
Bond	<input type="checkbox"/>	\$ _____	_____	_____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Tuesday, January 17, 2023 4:32 PM
To: Roben, Josh
Cc: Murty, Rama; Dupaya, Maricar C.; Rosete, Michelle
Subject: FW: Contract Amendment: Berkeley Food & Housing Project #2

Internal

Josh,
Budget Final Approved
Sharon

From: Murty, Rama
Sent: Tuesday, January 17, 2023 3:20 PM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Dupaya, Maricar C. <MDupaya@cityofberkeley.info>; Rosete, Michelle <mrosete@cityofberkeley.info>
Subject: Contract Amendment: Berkeley Food & Housing Project #2

Internal

Budget Initial – Approved

Notes:

Council Authorizing Resolution: 70,422-N.S.

Scope: Homeless Services; Adding Measure P Funds to clinical services at Men's Hope Center

Current Contract Amount: \$1,901,933

Amendment Amount: \$71,250

Revised Amount: \$1,973,183

Funds are in budget code 011-51-503-523-5002-000-451-636110- and contract change order was approved and released on 1/12/23.

Rama Murty, MPA
Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

Work Schedule:

Remote: Mondays, Thursdays, & Fridays

In-Office: Tuesdays & Wednesdays

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on July 1, ~~2019~~²⁰²² between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Berkeley Food and Housing Project ("Contractor") a company, doing business at 3225 Adeline Street Berkeley, CA 94703.

WHEREAS, City and Contractor previously entered into Contract Number 31900271, dated July 1, 2019, in the amount of \$1,562,620, which Contract was authorized by the Berkeley City Council by the City Manager of the City of Berkeley;

WHEREAS, on September 15, 2020, under the authorization of Resolution No. 69,563-N.S., the Berkeley City Council authorized an additional \$201,950 ESG-CV funding resulting in a contract amendment not to exceed \$1,764,570 as set forth below.

WHEREAS, on November 08, 2021 by Resolution No. 69,563-N.S, the City Manager authorized an additional \$137,363 ESG-CV resulting in a contract amendment not to exceed \$1,901,933.00 of said Contract as set forth below.

WHEREAS, on June 28, 2022 by Resolution No. 70,442-N.S, the City Manager authorized an additional \$71,250 Measure-P resulting in a contract amendment not to exceed \$1,973,183.00 of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Article 1 is amended to read as follows:

SCOPE OF SERVICES

Scope of services has been amended and is described in Exhibit A, which is

attached to and made part of this Contract.

2. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$390,655 for FY 20, \$592,605 for FY 21, \$528,018 for FY 22 and \$461,905 for FY 23. Therefore, the total FY 20-23 contract amount will not exceed \$1,973,183.00. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

3. Article 6. RECORDS AND USE OF FUNDS is amended to include CARES Act Coronavirus (CV) funds and read as follows:

A. Contractor shall keep and maintain full, complete, and appropriate books, records, and accounts necessary to evidence and substantiate in full detail Contractor's compliance with the terms and provisions of this Agreement. Books, records, and accounts relating to this Agreement shall be kept and maintained in compliance with 2 C.F.R. Part 200.

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in 2 C.F.R. Part 200 and shall contain any additional information that the City may require.
- 2) Financial records of contract funds shall be kept separately and funds from other sources shall not be co-mingled with such funds.

- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a. job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b. time sheets or comparable documentation for all personnel compensated with contract funds. Such records shall clearly show the time spent on contract activities. The City may require Contractor to use timesheets formatted to track funded activities distinctly from work funded by other funding sources that are not part of this contract.
 - 4) Contractor assures that, for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.
- B. This ARTICLE 6 is further amended to include Permanent Local Housing Association (PLHA) grant and read as follows:
- 1) Contractor must provide rapid rehousing, rental assistance, navigation centers, emergency shelter, and transitional housing activities in a manner consistent with the Housing First practices described in 25 CCR, Section 8409, subdivision (b)(1)-(6) and in compliance with WIC Section 8255(b)(8). An Applicant allocated funds for the new construction, rehabilitation, and preservation of Permanent supportive housing shall incorporate the core Department of Housing and Community Development 13 2019 PLHA Final Guidelines components of Housing First, as provided in WIC Section 8255, subdivision (b).
 - 2) Contractor shall maintain documentation of its financial records for expenditures incurred during the course of the PLHA Activity in accordance with generally accepted accounting principles. Such records shall be kept for at least five years after the close-out report is submitted to the Department.
 - 3) 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.
 - 4) If there are audit findings, the Contractor must submit a detailed response acceptable

to the Department for each audit finding within ninety (90) days from the date of the audit finding report.

C. Contractor agrees to document and maintain records indicating that all CDBG-CV, ESG-CV and/or CSBG-CV funds are used to prevent, prepare for, and respond to coronavirus (CARES Act Public Law 116-136).

D. Contractor agrees to maintain records in accordance with Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.), which prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Prior to the use of funds pursuant to this section, Contractor will establish policies and procedures to reasonably evaluate the need and the resources available to meet that need in order to prevent duplication of benefits. In the event a duplication of benefits occurs, Contractor shall repay to the City or to the Federal government the assistance that is duplicative.

E. Contractor agrees to maintain racial, Hispanic/Latino ethnicity, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities. In certain cases, the City may require either less or more information than identified above, depending on the requirements of various funding sources.

F. Contractor agrees to maintain records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program set forth in 2 C.F.R. Part 200.

G. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

H.. Contractor agrees to maintain and preserve such records during the period from start of contract performance until five (5) years from the audit referred to in Article 30, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property that was acquired with contract funds shall be

Internal

retained for five years after its final disposition.

- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received his/her final relocation payment, whichever is later.
- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

I. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period, unless prohibited by law.

4. Further, this contract is amended to include the following language regarding the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Pub. L. No. 116-136):

CARES ACT FUNDING REQUIREMENTS

The City has entered into grant contracts with the U.S. Department Of Housing And Urban Development (HUD) for Community Development Block Grant (CDBG) coronavirus (CDBG-CV) and Emergency Solution Grants (ESG) coronavirus (ESG-CV) funds, and with the State of California for Community Services Block Grant (CSBG) coronavirus (CSBG-CV) funds under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Public Law No. 116-136), and the City and all Contractors are obligated to follow all program rules, statutory and regulatory waivers, and alternative requirements applicable to supplemental CDBG-CV (FR-6218-N-01) ESG-CV (Notice CPD-20-08), CSBG-CV (CSBG-IM-2020-157) grants to prevent, prepare for, and respond to coronavirus.

5. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

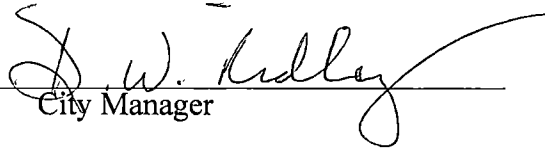
- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure

Internal
and systems owned and operated by the City of Berkeley from
potential cybersecurity events and cyber-forensic based
investigations and prosecutions of illegal computer based activity.

In all other respects, the Contract dated April 5, 2021 shall remain in full force and effect.

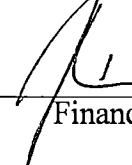
IN WITNESS WHEREOF, City and Contractor have executed this Contract as
of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

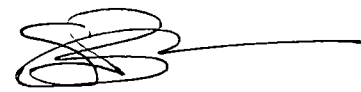
By 
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
11/2020

Registered on behalf of the City Auditor by:


Finance Department

Attest:


Deputy City Clerk
ASST.

CONTRACTOR

Callene Egan
Name (Printed)

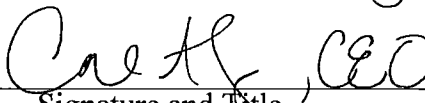
By  CEO
Signature and Title

EXHIBIT A SCOPE OF SERVICES

Agency Name: Berkeley Food & Housing Project

Contract Period: Amended FY22 scope of a 4-year contract covering FY 20 to FY 23

Program Title: Women's Shelter (WOS),
BFHP Shelter Plus Care Services
Hope Center (Men's Housing Program)

A. Agency-Wide Requirements

1. **Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
2. **Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
3. **Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Calleene Egan
4. **Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
5. **Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs. The Community Funding Program is incorporating and refining positive impact measures into our contract processes including reporting, contract monitoring

activities and evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in **Attachment C**;
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: Women's Shelter (WOS)
2. **Target Population:** Unhoused single women living on the streets of Emeryville, Berkeley or Albany. All referrals go exclusively through the North County Housing Resource Center.
3. **Project Description:**
 - a. BFHP has successfully operated the Women's Shelter (WOS) on Dwight Way since 1992. This program provides 32 emergency shelter beds (both City of Berkeley and Alameda County-funded) to homeless and chronically homeless women in Berkeley and Alameda County.

The program offers safe and clean interim housing, 3 meals/day, clean linens, toiletries, access to laundry and shower facilities – at no charge. It is important to note that in addition to providing respite from the streets for those experiencing homelessness, BFHP shelters are considered a pathway to permanent housing and ongoing stability. The primary goal of the WOS is to assist residents to connect to resources that will help them move from homelessness to permanent housing as quickly as possible. North County HRC Housing Navigators, with access to RRH funds, currently work with eligible high-need residents to secure housing. With new funding, we will extend this service to all shelter residents.

To prevent the spread of COVID-19, the Women's Shelter has expanded its operations to 24 hrs/day; 7 days a week and has reduced its census to 16 clients to ensure clients and staff can maintain 6' social distancing. The program increased its meals to three per day so clients don't have to leave the shelter for lunch.

BFHP complies with the City's Public Health Officer's: 1) approved reduced COVID-19 maximum shelter census along with the approved bed placement layout; 2) COVID Shelter Response Plan; 3) approved Shelter Residential Snapshot; and 4) requirements including having staff and guests:

1. Maintain 6' physical distancing, including when sleeping by maintaining bed assignments that alternate between lower and top beds and by having participants sleep head to toe to further distance between each other;
2. Mandatory mask wearing;
3. Enhanced and increased frequency of cleaning and disinfection of facility;
4. Minimum daily symptom checks and recording including every time someone enters the building.
5. Submission of bi-monthly vaccination data for staff and participants.

b. Is this activity to prevent, prepare for, and respond to coronavirus? Yes

c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Emergency Shelter:

Emergency Shelter		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%

	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%
	Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%

Contract Outcomes Measurement Language

All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	145
b. Total number of Berkeley clients to be served:	89
c. Total number of Berkeley clients with disabilities to be served:	58
d. Total number of Berkeley homeless clients to be served:	89
e. Total number of Berkeley chronically homeless clients to be served:	24
f. Total number of Berkeley Female Heads of Household to be served:	89

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

Documentation that verifies income;

Client Self-Certification of Income (see attached form); or

Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. BFHP's Women's shelter exclusively receives referrals directly from the North County Housing Resource Center.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:

Any woman who is unhoused in Berkeley, Emeryville or Albany who is interested in shelter.

- d. **Grievance Policy:** The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Clients receive a client handbook upon entry to the shelter that provides a copy of the grievance procedure

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

- Accept all City of Berkeley funded placements from the North County Housing Resource Center.
- Attend meeting to provide explicit and timely rationale of denial of service to North County Housing Resource Center placements
- Work with North County Housing Resource Center and City staff to confirm all placement criteria for each program.
- Eliminate criteria not inherent to the fulfilling program intention
- Streamline enrollment process
- Add Agency HMIS Program Stamp to all accepted North County Housing Resource Center placements.

Residential Programs (Year-round Shelter, Transitional Housing)

- Update Open Bed Report in Clarity daily to show vacancies. Anticipated vacancies should be communicated to Hub once known.
- Comply with Alameda Countywide Shelter Standards.
- Participate in available countywide and/or City initiated trainings to support implementation of Shelter Standards and/or best practices.

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.

- One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

B. Program-Specific Requirements

1. Program Name: BFHP Shelter Plus Care Services
2. **Target Population:** The S+C program criteria is chronically homeless people living in Berkeley. All participants are referred directly from the City of Berkeley's S+C Program.
3. **Project Description:**
 - a. The Shelter Plus Care (S+C) program is a housing subsidy program that works with chronically homeless clients to ensure housing retention and provide ongoing supportive case management services. The S+C Case Manager will work with 30 S+C participants to improve living skills, assist with budgeting, tenancy skills, etc. The Case Manager will conduct a home visit once per month to support the participant's well-being and tenancy. The S+C Program provides services following the City of Berkeley's Tenancy Sustaining Services standards. .
 - b. Is this activity to prevent, prepare for, and respond to coronavirus? No
 - c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Housing Navigation and Tenancy Sustaining Services:

Permanent Supportive Housing		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	Observe
	Service Population: Proportion of chronically homeless individuals served during (HUD Element, APR Q5a)	Observe
	Service Population: Unduplicated count of households served (HUD Element, Annual Performance Report/APR Q8a)	Observe
	Service Population: Proportion of chronically homeless households served (HUD Element, APR Q26a)	Observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%

	Data Quality: Adult participants with income info. recorded in HUD Element at entry and annual or exit assessments (APR Q18)	90%
With What Impact?	Are participants maintaining or increasing their income? (APR Q19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	78% (Inverse of the % of people with SSI at annual/assessment)
	Are participants enrolled in health insurance?(HUD Element, APR Q21)	90%
	Are we keeping people housed for one year or longer? (APR Q22a1)	>95%
	Exits to Homelessness: What proportion of exits are to homeless destinations? (APR 23a&b)	<10%

Contract Outcomes Measurement Language

All Permanent Supportive Housing and Supportive Services Only projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled for one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	30
b. Total number of Berkeley clients to be served:	30
c. Total number of Berkeley clients with disabilities to be served:	30
d. Total number of Berkeley homeless clients to be served:	30
e. Total number of Berkeley chronically homeless clients to be served:	30
f. Total number of Berkeley Female Heads of Household to be served:	10

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

Documentation that verifies income;

Client Self-Certification of Income (see attached form); or

Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category:

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. BFHP will accept its S+C referrals from the COB Shelter Plus Care Administration (COB)/HomeStretch (HS) Housing Queue.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:

Participants must have documentation confirming they meet HUD's definition of chronic homelessness.

- d. **Grievance Policy:** The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Clients receive a copy of the grievance policy at the start of the program and are reminded on an on going basis.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

Not Applicable

Residential Programs (Year-round Shelter, Transitional Housing)

Not Applicable

Permanent Supportive Housing/Shelter Plus Care

- Accept all City of Berkeley funded placements from COB Shelter Plus Care Administration (COB)/HomeStretch (HS) Registry
- Eliminate criteria not inherent to the fulfilling program intention
- Agree to HomeStretch Permanent Supportive Housing Provider Roles and Responsibilities
- Adhere to COB S+C Policies and Procedures
- Attend COB S+C Operation Board Meetings
- Provide annual Service Match Report

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

B. Program-Specific Requirements

1. Program Name: Hope Center (Men's Housing Program-MHP)
2. **Target Population:** The Hope Center Shelter (MHP) serves literally homeless men with an emphasis on placing the chronically homeless with multiple disabilities into the shelter system as a priority. The shelter is low-barrier and welcomes adult men with high levels of need.
3. **Project Description:**
 - a. BFHP shelters are considered a pathway to permanent housing and ongoing stability. The primary goal of the MHP is to assist residents to connect to resources that will help them move from homelessness to permanent housing as quickly as possible. A BFHP Housing Navigator will work with residents to secure permanent housing.

The MHP program provides 32 emergency shelter beds (both City of Berkeley and Alameda County-funded) to literally homeless men in Berkeley and Alameda County.

The program offers safe and clean interim housing, 3 meals/day, clean linens, toiletries, access to laundry and shower facilities – at no charge. It is important to note that in addition to providing respite from the streets for those experiencing homelessness, BFHP shelters are considered a pathway to permanent housing and ongoing stability. The primary goal of the MHP is to assist residents to connect to resources that will help them move from homelessness to permanent housing as quickly as possible.

The MHP has expanded its operations to 24 hrs/day; 7 days a week and has reduced its census to 16 clients to ensure clients and staff can maintain 6' social distancing.

BFHP complies with the City's Public Health Officer's: 1) approved reduced COVID-19 maximum shelter census along with the approved bed placement layout; 2) COVID Shelter Response Plan; 3) approved Shelter Residential Snapshot; and 4) requirements including having staff and guests:

1. Maintain 6' physical distancing, including when sleeping by maintaining bed assignments that alternate between lower and top beds and by having participants sleep head to toe to further distance between each other;
2. Mandatory mask wearing;
3. Enhanced and increased frequency of cleaning and disinfection of facility;
4. Minimum daily symptom checks and recording including every time someone enters the building.
5. Submission of bi-monthly vaccination data for staff and participants.

- b. Is this activity to prevent, prepare for, and respond to coronavirus? Yes
- c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Emergency Shelter:

Emergency Shelter		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%
	Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%

Contract Outcomes Measurement Language

All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	223
b. Total number of Berkeley clients to be served:	115
c. Total number of Berkeley clients with disabilities to be served:	72
d. Total number of Berkeley homeless clients to be served:	115
e. Total number of Berkeley chronically homeless clients to be served:	35
f. Total number of Berkeley Female Heads of Household to be served:	0

- 5. Income Requirements and Documentation:** Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or
- Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

- a. Outreach & Referrals.
 - i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. Unhoused men living in Berkeley, Albany and Emeryville are referred to the MHP Shelter directly by the North County HRC.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
Unhoused men living in Berkeley who participate in the Alameda County Assessment can access a shelter bed if space is available.

d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Clients receive a client handbook upon entry of the shelter that provides a copy of the grievance procedure.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

- Accept all City of Berkeley funded placements from the North County Housing Resource Center
- Attend meeting to provide explicit and timely rationale of denial of service to North County Housing Resource Center placements
- Work with North County Housing Resource Center and City staff to confirm all placement criteria for each program.
- Eliminate criteria not inherent to the fulfilling program intention
- Streamline enrollment process

Add Agency HMIS Program Stamp to all accepted North County Housing Resource Center placements.

Residential Programs (Year-round Shelter, Transitional Housing)

- Update the Open Bed Report in Clarity daily to show vacancies. Anticipated vacancies should be communicated to Hub once known.
- Comply with Alameda Countywide Shelter Standards.
- Participate in available countywide and/or City initiated trainings to support implementation of Shelter Standards and/or best practices.

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

C. Annual and Quarterly Required Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Program Reports are due by:
 - October 31, 2022 for period ending September 30, 2022
 - January 31, 2023 for period ending December 31, 2022
 - April 30, 2023 for period ending March 31, 2023
 - July 31, 2023 for period ending June 30, 2023

3. Statements of Expense are due quarterly by:
 - October 31, for period ending September 30

- January 31, for period ending December 31
- April 30, for period ending March 31
- August 31, for period ending June 30.

4. General Ledger and Statement of Revenues and Expenditures (for the Program) are due by:

- August 31, for the period covering July 1 to June 30.

5. Equipment Inventory Tracking Sheet is due by:

- August 31, for the period covering July 1 to June 30.

6. Others...(reports are required if the box next to the report is checked)

Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data. .

Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

7. Other Requirements:

Attachments:

- A: Income Documentation Instructions
- B. Agency Intake Form
- C: Client Satisfaction Survey Required Elements

ATTACHMENT A: Income Requirements and Documentation Instructions

Reporting Income Levels:

Agencies must gather income data for each client served. Income data may be in the form of paychecks/stubs or other certification of income from work or benefits, or self-certification of income level. This method is preferred over presumed categories as it gives more accurate information about beneficiaries served at various levels, especially at the poverty level.

Unless your program has documentation that would support reporting a client under another category, use the following categories to report on clients served in particular "Presumed Benefit Categories":

- Abused Children – 30% of Area Median Income (AMI);
- Battered Spouses – 50% of AMI;
- Severely disabled adults – 50% of AMI;
- Homeless – 30% of AMI;
- Illiterate Adults – 50% of AMI;
- Persons with AIDS – 50% of AMI;
- Migrant farm workers – 50% of AMI;
- Elderly (62 years of age or older):
 - Center-based senior services – 80% of AMI;
 - Other senior services – 50% of AMI.

Keep files documenting the income of the clients you report as having served. Programs serving children must collect income verification from the adult responsible for the child. Nature/Location: If the clientele you serve would be presumed to have low or moderate incomes by virtue of the nature of the activity and the place it is carried out, for example, services for school children who all qualify for free or reduced lunch, report all beneficiaries as moderate income unless information is available that would support reporting such beneficiaries under another income category(ies). If an agency opts to use this method for reporting data, a detailed explanation is required.

Disabled: Persons with a condition(s) which substantially limits one or more activities of daily living, or a person having documentation of a disability or a person regarded as having such impairment.

Homeless: Use the following (HUD) definition to determine whether the client is homeless:

Living on or in:

- 1) the streets or other place not fit for human habitation (i.e. park, car, homeless encampment, abandoned building),
- 2) emergency shelter (includes hotel or motel paid for with an emergency shelter voucher),
- 3) transitional housing, and prior to that was homeless and living on the streets or in an emergency shelter, and upon leaving transitional housing has no resources to obtain permanent housing, or
- 4) living less than 30 days in a jail or institution, and prior to that had been staying in one of the three categories listed above.

Chronically Homeless: The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition, living on the streets or in a shelter who has either:

- 1) been continuously homeless for a year or more, or
- 2) has had at least four episodes of homelessness in the past three years.

FY2021	Household Size					
Income Level	1	2	3	4	5	6
Poverty	\$12,760	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160
Extr. Low (to 30% AMI)	\$27,450	\$31,350	\$35,250	\$39,150	\$42,300	\$45,450
Low Income (31-50% AMI)	\$45,700	\$52,200	\$58,750	\$65,250	\$70,500	\$75,700
Moderate (51-80% AMI)	\$73,100	\$83,550	\$94,000	\$104,400	\$112,800	\$121,150

Source: HUD User FY 2020 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
& Department of Health & Human Services (HHS) 2020 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

AGE:

<input type="checkbox"/> 0 – 5 <input type="checkbox"/> 6 – 11 <input type="checkbox"/> 12 – 17 <input type="checkbox"/> 18 – 24	<input type="checkbox"/> 25 – 44 <input type="checkbox"/> 45 – 54 <input type="checkbox"/> 55 - 61 <input type="checkbox"/> 62 and over
---	--

ETHNICITY (Please also make a selection from the “RACE” options in the next box)

Hispanic / Latino(a): Yes No

RACE:

<p>(Single Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black / African American <input type="checkbox"/> Native Hawaiian / Other Pacific Islander <input type="checkbox"/> White	<p>(Multiple Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native AND Black / African American <input type="checkbox"/> American Indian / Alaskan Native AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black / African American AND White <input type="checkbox"/> Other or Multiracial (please specify):
---	---

OTHER CHARACTERISTICS

Check all that apply:

Female
 Male
 Other

Single Female Headed Family
 Disabled*
 Homeless*
 Chronically Homeless*

**You must obtain verification or self-certification.*

CURRENT INCOME INFORMATION: (CIRCLE correct income level for the total household)

FY2021	Household Size					
Income Level	1	2	3	4	5	6
Poverty	\$12,760	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160
Extr. Low (to 30% AMI)	\$27,450	\$31,350	\$35,250	\$39,150	\$42,300	\$45,450
Low Income (31-50% AMI)	\$45,700	\$52,200	\$58,750	\$65,250	\$70,500	\$75,700
Moderate (51-80% AMI)	\$73,100	\$83,550	\$94,000	\$104,400	\$112,800	\$121,150

Source: HUD User FY2020 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
 & Department of Health & Human Services (HHS) 2020 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

INCOME CERTIFICATION

Interviewer: **Check** the income level of the client and indicate below the source of information used to verify this information. Please see instruction sheet to help with completion.

<input type="checkbox"/> CalWorks	<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Medi-CAL	<input type="checkbox"/> Tax Return (most recent return)
<input type="checkbox"/> SSI**	<input type="checkbox"/> Payroll Stub**	<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Other** _____

(**current-within 2 months)

Self certified. Please explain:

I hereby certify that, to the best of my knowledge, the above statements are true and correct. I understand this information is subject to verification only by authorized HUD (U.S. Department of Housing & Urban Development) and or City of Berkeley officials.

CLIENT

INTERVIEWER

Client Printed Name

Interviewer Printed Name

Parent/Client Signature

Interviewer Signature

Date

Date

Attachment C

Guidance for Contracted Agency:

The City of Berkeley Community Funding program is requiring that that all agencies incorporate a program-specific Consumer Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident.

At minimum, all programs shall include **questions 1-4, and one or more** of the program-specific questions. You may choose the program specific questions that best fit your program.

Please contact your Contract Monitor if you have specific concerns or questions related to this based on your program. For example, if your agency works with families as a unit of care, rather than individuals, you may alter the text to best reflect your client base. For example, you may modify question 1 below to say "I am satisfied with the services my family received from this program." Please contact your Contract Monitor if you have questions or need additional guidance.

Sample instructional language to include in your survey:

Please rate how strongly you agree or disagree with each of the following statements. For statements that do not apply to your experience with our program, selected "Does Not Apply". If you do not understand the question, find the wording confusing, or are not sure how to reply, select the "I Do Not Understand This Question" option.

ALL PROGRAMS:

Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
1. I am satisfied with the services I have received from this program.							
2. This program's staff treated me with respect.							
3. This program helped me make progress towards my goals.							
4. This program met my needs.							

PROGRAM SPECIFIC QUESTIONS:

CHOOSE ONE OR MORE OF THE FOLLOWING TO INCORPORATE INTO YOUR PROGRAM SURVEY:

Question	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree	Does Not Apply	I Do Not Understand This Question
5. As a direct result of participating in the program I have what I need to maintain my independence.							
6. As a direct result of participating in the program my overall health and wellness has improved.							
7. As a direct result of participating in the program I have what I need to remain housed.							
8. As a direct result of participating in this program my housing situation has improved.							
9. As a direct result of participating in the program I have an increased understanding of community resources and supports.							
10. As a direct result of participating in the program I have enhanced skills and/or knowledge.							
11. As a direct result of participating in the program I have what I need to achieve my educational goals.							
12. As a direct result of participating in the program I have what I need to reach my employment goals.							
13. As a direct result of participating in the program I feel more connected to my community.							
14. As a direct result of participating in the program I feel less isolated.							

15. As a direct result of participating in the program my legal rights have been protected.							
16. As a direct result of participating in the program I am better able to take care of my own needs.							
17. As a direct result of participating in this program I feel more financially secure.							
18. As a direct result of participating in the program I ... (PLEASE WORK WITH CITY STAFF TO IDENTIFY AGREED UPON LANGUAGE FOR YOUR PROGRAM)							
19. Is there anything else you would like to say about your experience with this program?							

EXHIBIT B
FY22-23 Annualized BUDGET

Agency: Berkeley Food & Housing Project
Agency Revenue and Expense.

List Funds by Source	Fiscal Year 2023 7/1/22-6/30/23
REVENUES	
City of Berkeley	\$1,265,650
State /County Funds:	
Alameda County	\$1,442,364
City of Berkeley MH	\$534,315
City of Albany	\$544,773
City of Berkeley	\$648,413
Federal:	
Veterans Administration	\$16,455,383
Private/Foundations/Corporation Funds:	
Foundations, individuals, corporations	\$2,020,000
Agency Generated Revenue:	
Rent	\$416,213
	\$0
TOTAL REVENUE	\$23,327,111
Dollar Value of COB In-Kind Contributions	\$0
Dollar Value of Non-COB In-Kind Contributions	\$0
Percent City of Berkeley (includes In-Kind)	5%
Percent Other Public	84%
Percent Private/Other	10%
EXPENDITURES	
Salaries and Benefits	\$10,498,141
Operating Expense	\$11,306,383
TOTAL EXPENDITURES	\$21,804,524
Fixed Asset Expenditures	\$93,077

EXHIBIT B
FY22-23 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Women's Shelter (WOS)

Personnel Expense	Staff Name	Annualized			MEAS-P		Leveraged Funding		Total Program Budget	
		Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	
Director of Programs	Upshaw, Angela	\$165,000	\$79.33	0%	\$0.00	3%	\$4,500.00	3%	\$4,500.00	
Regional Director	Burmaster, Stacey	\$140,000	\$67.31	0%	\$0.00	10%	\$14,000.00	10%	\$14,000.00	
Senior Program Manager - Residential	Burrows, Samantha	\$85,000	\$40.87	8%	\$7,000.00	10%	\$8,500.00	18%	\$15,500.00	
Program Manager DW	Carvajal, Tanya	\$72,000	\$34.62	21%	\$15,000.00	79%	\$57,000.00	100%	\$72,000.00	
Case Manager DW	TBD 5	\$58,906	\$28.32	4%	\$2,500.00	96%	\$56,406.00	100%	\$58,906.00	
Resident Assistant 10	Thomas, April	\$53,123	\$25.54	10%	\$5,500.00	40%	\$21,000.00	50%	\$26,500.00	
Resident Assistant 11	Dickson, Dana	\$53,123	\$25.54	12%	\$6,200.00	39%	\$20,500.00	50%	\$26,700.00	
Resident Assistant 12	Roberts, Desirena	\$53,123	\$25.54	7%	\$3,500.00	43%	\$23,000.00	50%	\$26,500.00	
Resident Assistant 13	Walker, Marinia	\$53,123	\$25.54	7%	\$3,500.00	43%	\$23,000.00	50%	\$26,500.00	
Resident Assistant 14	Bray, Paula	\$55,203	\$26.54	14%	\$8,000.00	86%	\$47,203.00	100%	\$55,203.00	
Resident Assistant 15	Buckner, Asia	\$53,123	\$25.54	11%	\$6,000.00	39%	\$20,500.00	50%	\$26,500.00	
Resident Assistant TBD 6	TBD 6	\$53,123	\$25.54	6%	\$3,409.00	94%	\$49,714.00	100%	\$53,123.00	
Resident Assistant TBD 7	TBD 7	\$53,123	\$25.54	0%	\$0.00	100%	\$53,123.00	100%	\$53,123.00	
Resident Advocate 20 on call	Brown, Antonay	\$53,123	\$25.54	2%	\$1,300.00	23%	\$11,980.75	25%	\$13,280.75	
Resident Advocate 24 on call	Olinga, Godwin	\$53,123	\$25.54	2%	\$1,300.00	23%	\$11,980.75	25%	\$13,280.75	
Resident Advocate 23 on call	Brickhouse, Raymond	\$53,123	\$25.54	2%	\$1,300.00	23%	\$11,980.75	25%	\$13,280.75	

Resident Advocate 25 on call	Lane, Daja	\$53,123	\$25.54	2%	\$1,300.00	23%	\$11,980.75	25%	\$13,280.75
Resident Advocate 22 on call	Jones, Heidi	\$53,123	\$25.54	2%	\$1,300.00	23%	\$11,980.75	25%	\$13,280.75
Resident Advocate 26 on call	Armstrong, Gregory	\$53,123	\$25.54	2%	\$1,278.00	23%	\$11,980.75	25%	\$13,258.75
Custodian	Perkins, I.	\$48,110	\$23.13	0%	\$125.00		\$4,800.00		
Maintenance Technician	Patrick Gleason	\$54,995	\$26.44	3%	\$1,500.00		\$12,073.73		
Meal Program Manager	Andre Green	\$75,634	\$36.36	2%	\$1,440.00		\$5,207.40		
Cook#1	Sivilay, Ronald	\$55,120	\$26.50	3%	\$1,500.00		\$53,620.00		
Cook#2	Key Joshua	\$53,123	\$25.54	5%	\$2,520.00		\$18,827.00		
Resident Assistant 16	Smythe, Gary	\$53,123	\$25.54	1%	\$410.00		\$0.00		
Resident Assistant 17	Wilson, Rena	\$53,123	\$25.54	0%	\$115.00		\$0.00		
Resident Advocate 2	Nicknig, Adam	\$53,123	\$25.54	7%	\$3,850.00		\$0.00		
Program Manager HC	Williams, Kyomi	\$79,024	\$37.99	6%	\$4,840.00		\$0.00		
Subtotal Salaries		\$1,792,083.00		1.39	\$84,687.00	8.20	\$470,330.50	9.31	\$555,017.50
Taxes and Benefits					\$14,056.00		\$99,095.00		\$113,151.00
Total Personnel Exp					\$98,743.00		\$569,425.50		\$668,168.50
Operating Expense									
Non-Wage & Benefits Personnel Expense					\$440.00		\$1,210.00		\$1,650.00
Program Expense					\$2,400.00		\$9,850.00		\$12,250.00
Travel/Transport Expense					\$550.00		\$2,090.00		\$2,640.00
Facilities Expense					\$1,320.00		\$74,838.00		\$76,158.00
Office Expense					\$84.00		\$20,675.00		\$20,759.00
Information Technology Expense					\$3,780.00		\$1,750.00		\$5,530.00
Business Expense					\$650.00		\$15,159.87		\$15,809.87
Indirect Costs					\$11,996.00		\$82,347.00		\$94,343.00
Food					\$0.00		\$45,936.50		\$45,936.50
Total Operating Expense					\$21,220.00		\$253,856.37		\$275,076.37
Total Expense					\$119,963.00		\$823,281.87		\$943,244.87

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as

part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source?

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Alameda County SSA	\$345,626	No			Woman Shelter at DW
Foundations, individuals	\$84,258	No			Food and food preparation cost for DW Shelter
AC HHAP -COB	\$387,108	No			Food and operating support of DW Shelter
AC HHAP- EMV	\$100,818	No			Food and operating support of DW Shelter
Totals	\$917,810			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2023	Degrees/ Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Senior Program Manager - Residential	Burrows, Samantha	Operational planning and oversight, staff supervision	\$7,000	BS, 7years' experience in shelter and social work.	No	N/A
Program Manager DW	Carvajal, Tanya	Supervision, training of Resident Advocates, operational management	\$15,000		No	N/A
Case Manager DW	TBD 5	Assist client needs and eligibility for various programs	\$2,500		No	N/A
Resident Assistant 10	Thomas, April	Ensures basic needs of residents, safety, food, hygiene	\$5,500	16 yrs experience in-home support services and resident assistant	No	N/A
Resident Assistant 11	Dickson, Dana	Ensures basic needs of residents, safety, food, hygiene	\$6,200		No	N/A
Resident Assistant 12	Roberts, Desirena	Ensures basic needs of residents, safety, food, hygiene	\$3,500		No	N/A
Resident Assistant 13	Walker, Marinia	Ensures basic needs of residents, safety, food, hygiene	\$3,500		No	N/A
Resident Assistant 14	Bray, Paula	Ensures basic needs of residents, safety, food, hygiene	\$8,000	5 yrs experience as Resident Assistant	No	N/A
Resident Assistant 15	Buckner, Asia	Ensures basic needs of residents, safety, food, hygiene	\$6,000		No	N/A

Resident Assistant TBD 6	TBD 6	Ensures basic needs of residents, safety, food, hygiene	\$3,409		N/A	N/A
Resident Advocate 20 on call	Brown, Antony	Ensures basic needs of residents, safety, food, hygiene	\$1,300	7 years Eligibility Worker experience	No	N/A
Resident Advocate 24 on call	Olinga, Godwin	Ensures basic needs of residents, safety, food, hygiene	\$1,300	5 years resident advocate experiences	No	N/A
Resident Advocate 23 on call	Brickhouse, Raymond	Ensures basic needs of residents, safety, food, hygiene	\$1,300	5 years resident advocate experiences	No	N/A
Resident Advocate 25 on call	Lane, Daja	Ensures basic needs of residents, safety, food, hygiene	\$1,300	CNA, 16 years Resident Advocate, Case Manager & ILS Coordinator	No	N/A
Resident Advocate 22 on call	Jones, Heidi	Ensures basic needs of residents, safety, food, hygiene	\$1,300	BS, 21 years youth counseling	No	N/A
Resident Advocate 26 on call	Armstrong, Gregory	Ensures basic needs of residents, safety, food, hygiene	\$1,278		No	N/A
Custodian	Perkins, I.	Clean facilities, replenish bathroom and cleaning supplies, fix items as necessary	\$125	9 years of custodian experiences	No	N/A
Maintenance Technician	Patrick Gleason	Maintain day-to-day upkeep of facilities	\$1,500	10 years maintenance technician experience	No	N/A
Meal Program Manager	Andre Green	Provides overall planning & leadership for BFHP meal services	\$1,440	10 years' experience as food service manager	No	N/A
Cook#1	Sivilay, Ronald	Provides residents basic food needs	\$1,500	8 yrs. experience as a cook	No	N/A
Cook#2	Key Joshua	Provides residents basic food needs	\$2,520	1-year meal prep experience	No	N/A
Resident Assistant 16	Smythe, Gary	Ensures basic needs of residents, safety, food, hygiene	\$410		No	N/A
Resident Assistant 17	Wilson, Rena	Ensures basic needs of residents, safety, food, hygiene	\$115		No	N/A
Resident Advocate 2	Nicknig, Adam	Ensures basic needs of residents, safety, food, hygiene	\$3,850	BA, 9 years customer service experience	No	N/A
Program Manager HC	Williams, Kyomi	Supervision, training of Resident Advocates, operational management	\$4,840	10 years Admin and management Experiences	No	N/A
	Taxes and Benefits	Fringe & benefits	\$14,056			

Non-Wage & Benefits Personnel Expense	Temp services, hiring costs, training	\$440	
Program Expense	Food, household supplies, household furniture & equipment	\$2,400	
Travel/Transport Expense	Travel to conferences, staff mileage reimbursement, vehicle leasing & vehicle maintenance.	\$550	
Facilities Expense	Rent, repairs/maintenance, janitorial supplies, bed bug inspections, cleaning supplies, utilities	\$1,320	
Office Expense	Postage, printing, telecommunications, office supplies, furniture, equipment, equipment leases, shredding services.	\$84	
Information Technology Expense	Computer supplies and equipment, software and licenses, internet and tech support services	\$3,780	
Business Expense	General insurance, professional services, audit & payroll fees	\$650	
Indirect Costs	Administrative, Financial & HR overhead	\$11,996	

Total Program NTE: \$119,963.00

EXHIBIT B
FY22-23 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: BFHP Shelter Plus Care Services

Personnel Expense		Annualized	GF Carryover			MEAS-P		Leveraged Funding		Total Program Budget	
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Regional Director	Burmaster, Stacey	\$140,000	\$67.31	0%	\$0.00	4%	\$6,000.00	0%	\$0.00	4%	\$6,000.00
Senior Program Manager - Residential	Burrows, Samantha	\$85,000	\$40.87	0%	\$0.00	14%	\$12,000.00	0%	\$0.00	14%	\$12,000.00
Case Manager	Moran, Kathleen	\$59,342	\$28.53	16%	\$9,361.73	84%	\$49,885.00	0%	\$0.00	100%	\$59,246.73
Subtotal Salaries		\$284,342.00		0.16	\$9,361.73	1.02	\$67,885.00	0.00	\$0.00	1.18	\$77,246.73
Taxes and Benefits					\$0.00		\$18,665.00		\$0.00		\$18,665.00
Total Personnel Exp					\$9,361.73		\$86,550.00		\$0.00		\$95,911.73
Operating Expense											
Non-Wage & Benefit Personnel Expense					\$0.00		\$100.00		\$0.00		\$100.00
Program Expense					\$0.00		\$1,000.00		\$10,000.00		\$11,000.00
Travel/Transport Expense					\$0.00		\$475.00		\$0.00		\$475.00
Facilities Expense					\$0.00		\$2,431.82		\$0.00		\$2,431.82
Office Expense					\$0.00		\$275.00		\$0.00		\$275.00
Information Technology Expense					\$0.00		\$250.00		\$0.00		\$250.00
Business Expense					\$0.00		\$0.00		\$0.00		\$0.00
Indirect Expense					\$1,040.00		\$9,108.18		\$0.00		\$10,148.18
					\$0.00		\$0.00		\$0.00		\$0.00
Total Operating Expense					\$1,040.00		\$13,640.00		\$10,000.00		\$24,680.00
Total Expense					\$10,401.73		\$100,190.00		\$10,000.00		\$120,591.73

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Foundations, faith communities, individuals	\$10,000	No			
Totals	\$10,000			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2023	Degrees/Certificates/Experience	TB/FP Rqd?	TB/FP Curr?
Regional Director	Burmester, Stacey	Program Monitoring and customer liaison	\$6,000	10 yrs. shelter management	No	N/A
Senior Program Manager - Residential	Burrows, Samantha	Oversight and staff supervision	\$12,000	BS, 7years' experience in shelter and social work.	No	N/A
Case Manager	Moran, Kathleen	Case management, home visits, S C contract compliance	\$59,247	10 yrs. social work/case manager	No	N/A
	Taxes and Benefits	Medical, Dental, Worker's Comp etc.	\$18,665			
	Non-Wage &Benefit Personnel Expense	Temp services, hiring costs, training	\$100			
	Program Expense	Food, program supplies household supplies, household furniture & equipment	\$1,000			
	Travel/Transport Expense	Travel to conferences, staff mileage reimbursement, vehicle leasing and maintenance	\$475			
	Facilities Expense	Rent, property tax and insurance, repairs and maintenance, utilities	\$2,432			
	Office Expense	Postage, printing, telecommunications, office supplies, furniture, and equipment, equipment leases, shredding services, payroll, audit, insurance expenses	\$275			
	Information Technology Expense	Computer supplies and equipment, software and licenses, internet and tech support services	\$250			
	Indirect Expense	Administration, HR, and Finance expenses	\$10,148			

Total GF Carryover for Program: \$10,401.73 Total MEAS-P for Program: \$100,190.00

EXHIBIT B
FY22-23 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Hope Center (Men's Housing Program-MHP)

Personnel Expense		Annualized		CDBG		MEAS-P		U1		ESG-CV Carryover	Leveraged Funding		Total Program Budget		
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Director of Programs	Upshaw, Angela	\$165,000	\$79.33	1%	\$1,200.00	0%		2%	\$2,650.00	0%		2%	\$4,000.00	5%	\$7,850.00
Director of Special Projects	Treggiari, Kathy	\$169,000	\$81.25	5%	\$8,000.00	0%	\$0.00	8%	\$12,900.00	0%		18%	\$30,000.00	30%	\$50,900.00
Senior Program Manager - Residential	Burrows, Samantha	\$85,000	\$40.87	5%	\$4,000.00	0%	\$0.00	7%	\$6,000.00	0%	\$0.00	10%	\$8,500.00	22%	\$18,500.00
Program Manager HC	Williams, Kyomi	\$79,024	\$37.99	14%	\$11,000.00	0%	\$0.00	30%	\$23,500.00	0%		56%	\$44,524.00	100%	\$79,024.00
Hope Center Clinical Manager	Susan Shing	\$95,000	\$45.67	0%	\$0.00	58%	\$55,000.00	0%	\$0.00	0%		0%	\$0.00	58%	\$55,000.00
Case Manager HC	Pete, Kevin	\$58,906	\$28.32	16%	\$9,483.00	0%	\$0.00	27%	\$15,900.00	0%		57%	\$33,523.00	100%	\$58,906.00
Resident Advocate 20 on call	Brown, Antonay	\$53,123	\$25.54	5%	\$2,700.00	0%	\$0.00	0%	\$0.00	0%		0%	\$0.00	5%	\$2,700.00
Resident Advocate 2	Nicknig, Adam	\$53,123	\$25.54	18%	\$9,500.00	0%	\$0.00	22%	\$11,540.00	0%		60%	\$32,100.00	100%	\$53,140.00
Resident Advocate 3	Crowell, Craig	\$55,203	\$26.54	9%	\$5,000.00	0%	\$0.00	12%	\$6,740.00	0%		79%	\$43,500.00	100%	\$55,240.00
Resident Advocate 4	Waller, Van	\$55,203	\$26.54	9%	\$5,000.00	0%	\$0.00	13%	\$7,104.00	0%		78%	\$43,050.00	100%	\$55,154.00
Resident Advocate 1	Graham, Clifford	\$55,203	\$26.54	9%	\$5,000.00	0%		13%	\$7,200.00	0%		78%	\$43,003.00	100%	\$55,203.00
Resident Advocate 5	Nadan, Shelvin	\$53,123	\$25.54	4%	\$2,000.00	0%	\$0.00	3%	\$1,500.00	0%		3%	\$1,500.00	9%	\$5,000.00
Resident Advocate 6	Row, Michael	\$53,123	\$25.54	12%	\$6,266.82	0%	\$0.00	14%	\$7,200.00	0%		16%	\$8,239.00	41%	\$21,705.82
Resident Advocate TBD 1	TBD 1	\$53,123	\$25.54	0%	\$0.00	0%	\$0.00	13%	\$7,160.00	0%		14%	\$7,561.00	28%	\$14,721.00
Resident Advocate TBD 2	TBD 2	\$53,123	\$25.54	0%	\$0.00	0%	\$0.00	13%	\$7,160.00	0%		14%	\$7,561.00	28%	\$14,721.00
Resident Advocate 22 on call	Jones, Heidi	\$53,123	\$25.54	4%	\$2,000.00	0%		4%	\$2,000.00	0%		8%	\$4,500.00	16%	\$8,500.00
Resident Advocate 23 on call	Brickhouse, Raymond	\$53,123	\$25.54	5%	\$2,500.00	0%		4%	\$2,250.00	0%		9%	\$4,750.00	18%	\$9,500.00
Resident Advocate 24 on call	Olinga, Godwin	\$53,123	\$25.54	8%	\$4,000.00	0%		6%	\$3,000.00	0%		6%	\$3,000.00	19%	\$10,000.00
Resident Advocate 25 on call	Lane, Daja	\$53,123	\$25.54	2%	\$1,000.00	0%		3%	\$1,500.00	0%		3%	\$1,500.00	8%	\$4,000.00
Resident Advocate 26 on call	Armstrong, Gregory	\$53,123	\$25.54	1%	\$750.00	0%		2%	\$1,000.00	0%			\$1,000.00		
Custodian	Perkins, I.	\$48,110	\$23.13	1%	\$500.00	0%		2%	\$1,000.00	0%			\$33,027.00		
Maintenance Technician	Patrick Gleason	\$54,995	\$26.44	14%	\$7,500.00	0%		5%	\$2,500.00	0%			\$2,500.00		
Meal Program Manager	Andre Green	\$75,634	\$36.36	5%	\$4,000.00	0%		7%	\$5,000.00	0%			\$6,000.00		

Cook#2	Key Joshua	\$53,123	\$25.54	2%	\$1,200.00	0%		5%	\$2,500.00	0%			\$21,026.63		
Cook (Weekend)	Hall, Shammela	\$53,123	\$25.54	2%	\$1,000.00	0%	\$0.00	4%	\$2,000.00	0%			\$4,500.00		
Kitchen Assistant	Jarrett, Shawn	\$48,110	\$23.13	5%	\$2,500.00	0%	\$0.00	7%	\$3,500.00	0%			\$29,927.00		
Lead Cook	TBD 3	\$55,120	\$26.50	5%	\$3,000.00	0%		7%	\$4,000.00	0%			\$4,000.00		
Resident Advocate 21on call	Ramos, Madalena	\$53,123	\$25.54	5%	\$2,500.00	0%		4%	\$2,000.00	0%			\$2,000.00		
Residential Services Manager - Hope Center	TBD 4	\$85,000	\$40.87	4%	\$3,450.00	0%		11%	\$9,000.00	0%			\$9,000.00		
Subtotal Salaries		\$1,928,230.00		1.70	\$105,049.82	0.58	\$55,000.00	2.48	\$157,804.00	0.00	\$0.00	5.11	\$320,811.00	8.87	\$638,664.82
Taxes and Benefits					\$20,256.00		\$9,772.73		\$27,157.00				\$75,484.37		\$132,670.10
Total Personnel Exp					\$125,305.82		\$64,772.73		\$184,961.00		\$0.00		\$396,295.37		\$771,334.92
Operating Expense															
Non-Wage & Benefits Personnel Expense					\$1,000.00				\$1,490.00				\$150.00		\$2,640.00
Program Expense					\$8,135.00		\$0.00		\$12,150.00		\$232.30		\$0.00		\$20,517.30
Travel/Transport Expense					\$1,110.00				\$1,650.00				\$2,900.00		\$5,660.00
Facilities Expense					\$9,000.00		\$0.00		\$13,430.00				\$39,537.00		\$61,967.00
Office Expense					\$1,626.00				\$2,425.00				\$14,208.00		\$18,259.00
Information Technology Expense					\$8,075.00				\$13,000.00				\$21,100.00		\$42,175.00
Business Expense					\$750.00				\$1,120.00				\$1,900.00		\$3,770.00
Indirect Costs					\$15,500.18		\$6,477.27		\$23,154.18		\$23.23		\$61,659.63		\$106,814.49
Food cost					\$0.00		\$0.00		\$1,315.82		\$0.00		\$27,525.37		\$28,841.19
Total Operating Expense					\$45,196.18		\$6,477.27		\$69,735.00		\$255.53		\$168,980.00		\$290,643.98
Total Expense					\$170,502.00		\$71,250.00		\$254,696.00		\$255.53		\$565,275.37		\$1,061,978.90

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Alameda County	\$345,626	No			AC SSA Contract
Foundations, individuals, Corporation	\$51,555	No			BFHP Fundraising support
City of Berkeley HHAP via Alameda County	\$180,257	No			AC HHAPCOB
City of Emeryville HHAP via Alameda County	\$100,818	No			AC HHAP COE
Totals	\$678,256			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2023	Degrees/Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
Director of Programs	Upshaw, Angela	Strategic and operational management of all programs	\$3,850	10 years Social Services Experience	No	N/A
Director of Special Projects	Treggiari, Kathy	Strategic and operational management of Hope Center	\$20,900	10 years Admin and Management experience	No	N/A
Senior Program Manager - Residential	Burrows, Samantha	Operational planning and oversight, staff supervision	\$10,000	BS, 7years' experience in shelter and social work.	No	N/A
Program Manager HC	Williams, Kyomi	Oversight, staff supervision, training RA's	\$34,500	10 years Admin and management Experiences	No	N/A
Hope Center Clinical Manager	Susan Shing	Assist client needs and eligibility for various programs	\$55,000	MS, 12 years counseling and therapy	No	N/A
Case Manager HC	Pete, Kevin	Ensures basic needs of residents, safety, food, hygiene	\$25,383		No	N/A
Resident Advocate 20 on call	Brown, Antonay	Ensures basic needs of residents, safety, food, hygiene	\$2,700	7 years Eligibility Worker experience	No	N/A
Resident Advocate 2	Nicknig, Adam	Ensures basic needs of residents, safety, food, hygiene	\$21,040	BA, 9 years customer service experience	No	N/A
Resident Advocate 3	Crowell, Craig	Ensures basic needs of residents, safety, food, hygiene	\$11,740	10 plus years customer service skills	No	N/A
Resident Advocate 4	Waller, Van	Ensures basic needs of residents, safety, food, hygiene	\$12,104	5 years in-home support	No	N/A
Resident Advocate1	Graham, Clifford	Ensures basic needs of residents, safety, food, hygiene	\$12,200	20 plus year homeless client support	No	N/A
Resident Advocate 5	Nadan, Shelvin	Ensures basic needs of residents, safety, food, hygiene	\$3,500		No	N/A

Resident Advocate 6	Row, Michael	Ensures basic needs of residents, safety, food, hygiene	\$13,467		No	N/A
Resident Advocate TBD 1	TBD 1	Ensures basic needs of residents, safety, food, hygiene	\$7,160		No	N/A
Resident Advocate TBD 2	TBD 2	Ensures basic needs of residents, safety, food, hygiene	\$7,160		No	N/A
Resident Advocate 22 on call	Jones, Heidi	Ensures basic needs of residents, safety, food, hygiene	\$4,000	BS, 21 years youth counseling	No	N/A
Resident Advocate 23 on call	Brickhouse, Raymond	Ensures basic needs of residents, safety, food, hygiene	\$4,750	5 years resident advocate experiences	No	N/A
Resident Advocate 24 on call	Olinga, Godwin	Ensures basic needs of residents, safety, food, hygiene	\$7,000	5 years resident advocate experiences	No	N/A
Resident Advocate 25 on call	Lane, Daja		\$2,500	CNA, 16 years Resident Advocate, Case Manager & ILS Coordinator	No	N/A
Resident Advocate 26 on call	Armstrong, Gregory	Day to-day cleaning of facilities, replacing bathroom items and cleaning supplies	\$1,750		No	N/A
Custodian	Perkins, I.	Maintain day-to day upkeep of facilities	\$1,500	9 years of custodian experiences	No	N/A
Maintenance Technician	Patrick Gleason	Provides overall planning & leadership for BFHP meal services	\$10,000	10 years maintenance technician experience	No	N/A
Meal Program Manager	Andre Green	Provides resident's basic food needs	\$9,000	10 years' experience as food service manager	No	N/A
Cook#2	Key Joshua	Provides resident's basic food needs	\$3,700	1 year meal prep experience	No	N/A
Cook (Weekend)	Hall, Shammela	Provides resident's basic food needs	\$3,000		No	N/A
Kitchen Assistant	Jarrett, Shawn	Provides resident's basic food needs	\$6,000		No	N/A

Lead Cook	TBD 3	Ensures basic needs of residents, safety, food, hygiene	\$7,000	AA, 5 years group facilitator, resident assistant & services coordinator	No	N/A
Resident Advocate 21 on call	Ramos, Madalena	Ensures basic needs of residents, safety, food, hygiene	\$4,500	5 years resident advocate experiences	No	N/A
Residential Services Manager - Hope Center	TBD 4	Operational planning and oversight, staff supervision	\$12,450		No	N/A
	Taxes and Benefits	Fringe & benefits Medical, Dental, Worker's Comp, etc.	\$57,186			
	Non-Wage & Benefits Personnel Expense	Temp services, hiring costs, training	\$2,490			
	Program Expense	Household supplies, household furniture & equipment..	\$20,517			
	Travel/Transport Expense	Travel to conferences, staff mileage reimbursement, vehicle leasing & vehicle maintenance.	\$2,760			
	Facilities Expense	Rent, repairs/maintenance, janitorial supplies, bed bug inspections, cleaning supplies, utilities.	\$22,430			
	Office Expense	Postage, printing, telecommunications, office supplies, furniture, equipment, equipment leases, shredding services.	\$4,051			
	Information Technology Expense	Computer supplies and equipment, software and licenses, internet and tech support services	\$21,075			
	Business Expense	General insurance, professional services, licensing, audit & payroll fees.	\$1,870			
	Indirect Costs	Administrative, Financial & HR overhead	\$45,155			
	Food cost	Meals for residents	\$1,316			

Total CDBG for Program: \$170,502.00 Total MEAS-P for Program: \$71,250.00 Total ESG-CV Carryover for Program: \$255.53

Total FY20 Budget (including all programs): \$390,655
Total FY21 Budget (including all programs): \$592,605
Total FY22 Budget (including all programs): \$528,018
Total FY23 Budget (including all programs): \$461,905
Total FY20-23 Contract Term NTE: \$1,973,183.00

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for on-going operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarter's statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.



BERKELEY FOOD AND HOUSING PROJECT

Unique Entity ID C98KZ72UPE68	CAGE / NCAGE 7A5Y4	Purpose of Registration All Awards: ?
Registration Status Active Registration	Expiration Date Jan 16, 2023	
Physical Address 3225 Adeline ST Berkeley, California 94703-2467 United States	Mailing Address 3225 Adeline ST Berkeley, California 94703-2467 United States	

Business Information

Doing Business as (blank)	Division Name Administrative Office	Division Number 900
Congressional District California 13	State / Country of Incorporation California / United States	URL www.bfhp.org

Registration Dates

Activation Date Dec 21, 2021	Submission Date Dec 17, 2021	Initial Registration Date Oct 14, 2014
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Entity Dates

Entity Start Date Jun 29, 1984	Fiscal Year End Close Date Jun 30
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 7A5Y4

Points of Contact

Electronic Business

☺ Michelle Martinez, Deputy Director	3225 Adeline ST. Berkeley, California 94703 United States
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Government Business

☺ Calleene Egan, Executive Director	3225 Adeline ST. Berkeley, California 94703 United States
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Past Performance

☺ Ji H Chung, Grant & Contract Accountant	1901 Fairview ST. Berkeley, California 94703 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	813410	Civic And Social Organizations

Disaster Response

This entity does not appear in the disaster response registry.



Administrative Offices
 301 E 4th Street
 Cincinnati OH 45202-4201
 513 369 5000 ph

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT

This Endorsement modifies and is subject to the insurance provided under the following form:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage Description	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

A. Non-Owned Aircraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) less than 60 feet long; and

- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:
 - (a) a written contract; or
 - (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;but the written or oral contract or agreement must be an "insured contract," and,
 - (i) currently in effect or become effective during the term of this Policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."
2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:
 - (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (e) This insurance applies only to the extent permitted by law.
3. This insurance does not apply to:
 - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions under SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
 - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.
3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

- b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

- 1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
 - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
 - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
 - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

U. Property Damage Extension with Voluntary Payments

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions **j.(3), j.(4), j.(5)** and **j.(6)** are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

- 1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
- 2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNATURE BUSINESS AUTO BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following form:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the policy, the provisions of this endorsement apply.

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the actual policy wording.

Coverage	Limit of Insurance	Page
Who is an Insured - Employees, Partners, Members, Volunteers and Board Members	Included	2
Automatic Additional Insureds - By Contract and Primary and Non-Contributory Provision	Included	2
Leased Auto Coverage	Included	3
Owned Subsidiaries and Newly Acquired or Formed Organizations	Included	4
Supplementary Payments - Bail Bonds	\$5,000	4
Supplementary Payments - Loss of Earnings	\$1,000 per day	4
Fellow Employee	Included	5
Physical Damage Coverage Extensions - Towing	\$200 - any auto	5
Physical Damage Coverage Extensions - Glass Breakage	No Deductible	5
Physical Damage Coverage Extensions - Transportation Expenses	\$100 per day, \$3,000 max	5
Hired Auto Physical Damage Coverage	\$100 per day, \$3,000 max	5
Total Theft of a Covered Auto	\$500 - personal items, \$1,000 - reasonable expenses to return stolen auto	6
Auto Loan / Lease Gap Protection	Included	6
Customization Coverage	\$2,000	7

Coverage	Limit of Insurance	Page
Newly Acquired Owned Autos and Donated Autos Physical Damage Coverage	\$100,000	7
Rental Reimbursement Coverage	\$100 per day up to 30 days	8
	\$500 for reasonable expenses to remove and replace your materials and equipment	8
Accidental Discharge - Airbag Coverage	Included	8
Original Equipment Manufacturer OEM Part Replacement	Included	8
Multiple Deductibles	Included	8
Notice and Knowledge of Occurrence - Duties in the Event of Accident, Claim, Suit or Loss	Included	8
Blanket Waiver of Subrogation By Written Contract	Included	9
Unintentional Failure to Disclose Hazards	Included	9
Mental Anguish	Included	9

A. WHO IS AN INSURED - EMPLOYEES, PARTNERS, MEMBERS, VOLUNTEERS AND BOARD MEMBERS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

- d. Any "employee", partner or member of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Anyone volunteering services to you while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured".
- f. Board members (or their spouses) while renting a vehicle while on business for the named insured.

B. AUTOMATIC ADDITIONAL INSURED - BY CONTRACT AND PRIMARY AND NON-CONTRIBUTORY PROVISION

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended to include as an Insured any person or organization whom you are required to add as an Additional Insured on this policy under:

- a. a written contract or written agreement:
 - (1) in effect on the date of the "accident"; and

(2) signed by all parties prior to the "accident."

This person or organization is an Additional Insured only to the extent you are liable for an "accident" caused, in whole or in part, by the use of a covered "auto" being driven by you or any "insured." However;

- a. the insurance afforded to such Additional Insured only applies to the extent permitted by law; and
- b. if coverage provided to the Additional Insured is required by a written contract or written agreement, the insurance afforded to such Additional Insured will not be broader than that which you are required by the written contract or written agreement to provide for such Additional Insured.

With respect to insurance provided to an Additional Insured the following provisions apply:

- a. This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy provided that:
 - (1) The Additional Insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.
- b. When a written contract or written agreement does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.
- c. Regardless of the written contract or written agreement between you and an Additional Insured, this insurance is excess over any other insurance whether primary, excess, contingent or any other basis for which the Additional Insured has been added as an additional insured on other policies.
- d. If coverage provided to the additional insured is required by a written contract or written agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - (1) Required by the written contract or written agreement; or
 - (2) Available under the applicable Limits of Insurance show in the Declarations;whichever is less.

C. LEASED AUTO COVERAGE

With respect to insurance provided to an Additional Insured who is a lessor of a "leased auto" the following provisions apply:

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage is amended by adding the following:

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

The coverages provided under this endorsement apply to any "leased auto" described in the

Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

SECTION IV - BUSINESS AUTO CONDITIONS, A.4. Loss Payment - Physical Damage Coverages is amended by adding the following:

- a. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto."
- b. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- c. If we make any payment to the lessor, we will obtain his or her rights against any other party.

SECTION V - DEFINITIONS is amended by adding the following definition:

"Leased auto" means any "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

D. OWNED SUBSIDIARIES AND NEWLY ACQUIRED OR FORMED ORGANIZATIONS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. 1. Who is An Insured is amended by adding the following:

The following are "insureds":

- a. Any subsidiary which is a legally incorporated entity of which you maintain ownership or majority interest on the effective date of this Coverage Form except:
 - (1) Any subsidiary that is an insured under any other automobile liability policy.
 - (2) Any subsidiary which would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.
- b. Any organization you newly acquire or form, and in which you maintain ownership or majority interest, but only for the period beginning when you first maintained majority interest until the end of the policy period of this Coverage Form, or the next anniversary of the inception date of this Coverage Form, whichever is earlier. However, the newly acquired or formed organization is not an "Insured":
 - (1) For "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
 - (2) If it is an insured under any other automobile liability policy or would be an insured under any other automobile liability policy but for the termination of such policy or exhaustion of such policy's Limits of Insurance.

E. SUPPLEMENTARY PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(2) is deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

SECTION II - COVERED AUTOS LIABILITY COVERAGE, A.2.a.(4) is deleted and replaced with the following:

- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE

SECTION II - LIABILITY COVERAGE is amended to add the following after Paragraph **B.5.b**:

This exclusion does not apply to "bodily injury" resulting from the use of a covered "auto" you own or hire. Coverage afforded by this section is excess over any other collectible insurance.

G. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TOWING

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 2. Towing is deleted in its entirety and replaced with the following:

2. Towing

We will pay up to \$200 for towing and labor costs incurred each time a covered "auto" is disabled. However, the labor must be performed at the place of disablement. No deductible applies to this enhancement.

H. PHYSICAL DAMAGE COVERAGE EXTENSIONS - GLASS BREAKAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles is amended by adding the following:

No deductible for covered "autos" applies to "loss" resulting from glass breakage.

I. PHYSICAL DAMAGE COVERAGE EXTENSIONS - TRANSPORTATION EXPENSES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. is deleted in its entirety and replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$3,000 for temporary transportation expense incurred by you because of "loss" to a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred until the covered "auto" is returned to use or we pay for its "loss," regardless of the policy's expiration.

We will pay under this coverage extension only that amount of Transportation Expenses which is not already provided under **O. Rental Reimbursement Coverage** of this endorsement.

J. HIRED AUTO PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If Comprehensive Coverage, Specified Causes of Loss or Collision Coverage is shown in the Declarations for any covered "auto", then the same type of Physical Damage Coverage is provided for any Hired Auto, subject to the following:

- a. The most we will pay for any one "accident" or "loss" the lesser of:

(1) the actual cash value of the covered "auto" at the time of the "loss"; or

- (2) the actual cost to repair or replace such covered "auto" at the time of the "loss."
- b. The Limit of Insurance as determined under Paragraph J.a., above, will be reduced by any applicable Comprehensive or Collision deductible for each covered "auto." This deductible will be equal to the largest deductible applicable under any coverage for such covered "auto." No deductible applies to "loss" caused by fire or lightning.
 - c. The coverage provided by this coverage extension will be excess over any other collectible insurance.
 - d. Subject to Paragraphs J.a, J.b and J.c, above, we will provide the broadest coverage applicable to any covered "auto" shown in the Declarations.
 - e. For coverage provided under this coverage extension, the last sentence of Paragraph A.4.b under **SECTION III - PHYSICAL DAMAGE COVERAGE**, is deleted and replaced with the following:

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3,000 per "accident" if loss of use results from an "accident" for which you are legally liable and the lessor incurs a financial loss.

K. TOTAL THEFT OF A COVERED AUTO

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

Total Theft of a Covered Auto

In the event of the total theft of a covered "auto":

- a. Coverage includes personal items in the covered "auto" at the time of loss up to a maximum of \$500. No deductible applies to this coverage.
- b. We will pay reasonable expenses for returning the stolen covered "auto" to you once it is recovered, up to a maximum of \$1,000. No deductible applies to this coverage.

L. AUTO LOAN / LEASE GAP PROTECTION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

In the event of a total "loss" of a covered "auto" shown in the Declarations for which Physical Damage Coverage is provided, we will provide coverage for any unpaid amount due on the lease or loan for such covered "auto," less the following:

- a. The amount paid under the Physical Damage Coverage Section of the Policy for that covered "auto", and
- b. Any:
 - (1) overdue lease or loan payments at the time of the "loss";
 - (2) financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) security deposits not returned by the lessor;

- (4) costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (5) carry-over balances from previous loans or leases.

M. CUSTOMIZATION COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

- a. We will pay with respect to a covered "auto" for "loss" to automobile customization which includes special carpeting and insulation, height - extended roofs and custom murals, paintings, vinyl wraps or other details or graphics.
- b. our limit of liability for "loss" to automobile customizations in any one "loss" shall be the least of:
 - (1) the actual cash value of the stolen or damaged property;
 - (2) the amount necessary to repair or replace the property; or
 - (3) \$2,000.

This coverage does not apply to electronic equipment.

N. NEWLY ACQUIRED OWNED AUTOS AND DONATED AUTOS PHYSICAL DAMAGE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

If Comprehensive, Specified Causes of Loss, or Collision Coverage is provided by this Policy, the coverage is extended to apply to Physical Damage "loss" to your newly acquired owned "autos" and donated autos. We will provide the broadest coverage available to any covered "auto" shown in the Declarations.

The most we will pay for "loss" to a newly acquired "auto" or donated auto is the least of:

- a. the actual cash value of the damaged or stolen property as of the time the "loss," or your actual cost of purchase of the newly acquired "auto", whichever is more;
- b. the actual cost of:
 - (1) replacing the damaged or stolen property with other property of like kind and quality; or
 - (2) repairing the damaged property.without deduction for depreciation; or
- c. \$100,000.

However, the most we will pay for all covered physical damage "loss" for newly acquired autos and donated autos occurring during the policy period shown on the Declarations is \$100,000.

For each newly acquired "auto" our obligation to pay "loss" will be reduced by a deductible equal to the highest deductible applicable to any "auto" for that coverage. No deductible will be applied to "loss" caused by fire or lightning.

Coverage under this Extension, for newly acquired owned "autos" is afforded until you notify us to add the newly acquired owned vehicle to your auto schedule or until the end of the policy period, whichever is earlier.

O. RENTAL REIMBURSEMENT COVERAGE EXTENSION

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, is amended to add the following:

For those covered "autos" for which you carry Comprehensive or Specified Cause of Loss Coverage:

We will pay up to \$100 per day, for up to 30 days, for Rental Reimbursement Expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto".

We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

We will pay under this coverage extension only that amount of your Rental Reimbursement Expenses which is not already provided under **I. Transportation Expenses** of this endorsement.

P. ACCIDENTAL DISCHARGE - AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B.3.a is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown, but this exclusion does not apply to "loss" due and confined to the accidental discharge of an airbag. No deductible applies to this coverage.

Q. ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART REPLACEMENT

SECTION III - PHYSICAL DAMAGE, C. Limit of Insurance, Paragraph 1. is amended to include:

We will pay the cost to replace the damaged parts (excluding glass and mechanical parts) with new Original Equipment Manufacturer (OEM) replacement parts if the damage parts cannot be repaired.

R. MULTIPLE DEDUCTIBLES

SECTION III - PHYSICAL DAMAGE, D. Deductible, is amended to add the following:

When two or more covered "autos" sustain "loss" in a single incident, a single Physical Damage deductible will apply to the total "loss" for all covered "autos." That deductible will be the largest of all deductibles applying to any of the covered "autos" involved in the single incident.

S. NOTICE AND KNOWLEDGE OF OCCURRENCE - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.a. is deleted and replaced with the following:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative notice as soon as practicable of the "accident" or "loss" after the "accident" or "loss" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation). Notice shall include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.2.b(2) is deleted and replaced with the following:

- (2) As soon as practicable send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit" after the claim or "suit" is known to you (if you are an individual), one of your partners (if you are a partnership), or one of your officers or any personnel responsible for insurance, risk management, or loss prevention (if you are a corporation).

T. BLANKET WAIVER OF SUBROGATION BY WRITTEN CONTRACT

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph A.5 is amended to add the following:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract or written agreement signed by all parties prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such written contract or written agreement. The waiver applies only to the person or organization designated in such written contract or written agreement.

U. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B.2. is amended to add the following:

Failure of the "Insured" to disclose all exposures or hazards existing as of the effective date of this Coverage Form will not invalidate or adversely affect coverage for such exposure or hazard, provided such failure is not intentional on the part of the "Insured". However, you must report the undisclosed exposure or hazard to us as soon as practicable after you discover the exposure or hazard.

V. MENTAL ANGUISH

The definition of "**Bodily Injury**" in **SECTION V - DEFINITIONS** is replaced by the following:

"**Bodily Injury**" means physical injury, sickness or disease sustained by a person including death resulting from any of these. "Bodily Injury" also means mental injury, mental anguish, humiliation or shock if directly resulting from physical injury, sickness or disease to that person.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

State	Person or Organization	Job Description
California	City of Berkeley Department of Health, Housing & Community 2180 Milvia St., 2nd Floor Berkeley, CA 94704	RE: Contract #31900271

The premium charge for this endorsement shall be 5% of the premium developed in conjunction with the work for which this waiver is provided, subject to a minimum premium of \$100. This charge will be billed at the final audit.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Republic Indemnity Company of California	
Company Number	27561
Insured	Berkeley Food & Housing Project (Non-Profit Corp)
Policy Number	18672511
Endorsement Number	4
Endorsement Effective	December 31, 2022
Printed On	December 31, 2022

Countersigned by : _____

RESOLUTION NO. ~~70,442-N.S.~~

ADOPTING THE CITY OF BERKELEY BIENNIAL BUDGET FOR
FISCAL YEARS 2023 AND 2024

WHEREAS, on May 31, 2022, the City Manager presented to the City Council the Fiscal Year 2023 and Fiscal Year 2024 ("FY 2023 and FY 2024") Proposed Budget; and

WHEREAS, the City Council held a series of meetings to consider the Proposed Biennial Budget, including public hearings held on May 31, 2022 and June 14, 2022; and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meeting on June 28, 2022; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2023. The advances are to be equivalent to 25% of the agency's allocation; and

WHEREAS, the City Budget and Finance Policy Committee considered the Council fiscal policies on June 23, 2022 and recommended modifications to these policies as part of the Fiscal Year 2023 and Fiscal Year 2024 Proposed Budget.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopts the FY 2023 and FY 2024 Budget contained in the City Manager's FY 2023 and FY 2024 Proposed Budget presented to Council on May 31, 2022 and as amended by subsequent Council action on June 28, 2022.

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2023 Adopted Budget will be reflected in a separate FY 2023 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2023.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance, the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:
 - o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - o An end-of-year narrative summary of accomplishments.

2. All other agencies receiving General Fund only:
 - o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - o Program Reports are required semi-annually.

3. Agencies with State and/or Federal Funding:
 - o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - o Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.


BE IT FURTHER RESOLVED, that the City Council adopts the recommended revisions to the Council fiscal policies.

The foregoing Resolution was adopted by the Berkeley City Council on June 28, 2022 by the following vote:


Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Rose Thomsen, Deputy City Clerk

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Arts										
Berkeley Art Center	86,652	86,652						86,652		
Civic Arts Grants	500,000	500,000						500,000		
Arts Total	586,652	586,652						586,652		
Childcare										
Ala Costa Center	0	0								
Bay Area Hispano Institute for Advancement - Child Development Prooram	82,143	82,143						82,143		
Bananas Inc.										
Child Care Subsidies	283,110	283,110						269,835		13,275
Play & Learn Playgroups	10,527	10,527						10,527		
QRIS Services	95,000	95,000						95,000		
Ephesians Children's Center - Childcare Program	45,507	45,507						45,507		
Healthy Black Families, Inc.										
Sisters Together Empowenng Peers (STFP)	87,616	87,616						87,616		
Nia House Learning Center	39,999	39,999						39,999		
Childcare Total	643,902	643,902						630,627		13,275
Community Facilities Improvements										
Rebuilding Together										
Community Facility Improvement Program	24,575	24,575						24,575		
Public Facility Improvements NOFA Larkin Street - 3404 King Street - TAY Transitional Housing	1,145,251	621,746	621,746							
Larkin Street - 3404 King Street - TAY Transitional Housing		415,144	415,144							
Community Facilities Improvements Total	1,169,826	1,061,465	1,036,890					24,575		
Community Media										
Berkeley Community Media	230,710	230,710						230,710		
Community Media Total	230,710	230,710						230,710		
Disability Programs										
Bay Area Outreach and Recreation Program										
Recreational Services for the Berkeley Place	43,592	43,592						43,592		
Bonita House	17,183	17,183						17,183		
Creative Wellness Center	15,324	15,324						15,324		
Center for Independent Living										
Residential Access Program	159,680	159,680	159,680							
Easy Does It	1,432,011	1,569,911								1,569,911
Through the Looking Glass	27,206	27,206						27,206		
Disability Programs Total	1,694,976	1,832,876	159,680					103,305		1,569,911
Economic Development										
Berkeley Convention and Visitors Bureau	181,125	416,667						416,667		
Economic Development Total	181,125	416,667						416,667		
Employment Training										
Bread Project	57,850	57,850						57,850		
Inter-City Services	101,351	101,351						101,351		
Multicultural Institute Lifeskills Program	68,136	68,136						68,136		
Rising Sun - Green Energy Training	67,828	67,828						67,828		
Employment Training Total	295,165	295,165						295,165		
Health										
Lifelong Medical Care:										
Access for Uninsured (BPC, WBFP, Unnsured, Acupuncture Detox Genatic Care/Hypertension)	189,855	189,855		160,000				29,855		
Berkeley Free Clinic	114,543	114,543						114,543		
Free Women and Transgender Health Care Service	15,858	15,858						15,858		
Sugar - Sweetened Beverage Berkeley	950,000	950,000						950,000		
Unified School District	950,000	950,000						950,000		
Sugar - Sweetened Beverage Panel (POE)*	950,000	950,000						950,000		
Health Total	2,220,256	2,220,256		160,000				2,060,256		
Homeless Services										
Abode Services										
Rodeway to Home (through 10/23)	3,903,397									
Alameda County Homeless Action Center										
SSI Advocacy	129,539	129,539				109,539				20,000
Rapid Rehousing for Homeless Elders Project	68,220	68,220				68,220				
Alameda County Housing & Community Development Department										
HMIS Support	18,676	6,676			6,676					
COVID Rapid Re-Housing Pass Through to Abode	2,100,000									
Alameda County Network of Mental Health Clients										
Daytime Drop-In	35,721	35,721				35,721				
Representative Payee Services	32,016	32,016				32,016				
Locker Program	50,000					50,000				
Bay Area Community Services										
North County HRC	3,781,785	2,181,785	248,419		0	1,933,366				
Permanent Housing		1,600,000				1,600,000				
STAIR Pathways	2,708,858	2,704,882			205,357	2,499,525				
Berkeley Food Bank										
Case Management Tied to Permanent Housing	100,190	100,190				100,190				
Home Center - Mental Health	218,422	170,502	170,502							
Russell Street Supportive Housing Program	157,045	157,045								157,045
Women's Shelter	209,406	119,963				119,963				
COVID Respite Program / Rapid Rehousing	1,060,074									
Bonita House										
Case Management Tied to Permanent Housing	24,480	24,480				24,480				
Building Opportunities for Self Sufficiency										
BOSS House Navigation Team	86,831	86,831				86,831				
Representative Payee Services	52,440	52,440				52,440				
Ursula Sherman Village Families Program	51,383	51,383				51,383				
Ursula Sherman Village Families Program	104,662	104,662				104,662				
Step Up Housing (1367 University)	233,244	1,133,244				1,133,244				
City of Berkeley EveryOne Home	23,837	23,837				23,837				

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Covenant House California (YEAH) Shelter Services - HCRC	318,388	0								
Dorothy Day Berkeley Emergency Storm Shelter	177,501	216,601				216,601				
Drop In Center	182,000	182,000				182,000				
Vets Shelter	565,000	566,000				566,000				
Horizon	784,000	1,011,900				1,011,900				
Downtown Berkeley Association Double Helping Hand										
Homeless Outreach Worker	40,000	40,000				40,000				
Downtown Streets Team	225,000	225,000				225,000				
Fred Finch Youth Center Turning Point	189,255	0								
Larkin Street Larkin Street Turning Point		407,643				407,643				
Lifelong Medical Care Case Management Tied to Permanent Housing Supportive Housing Program	163,644	163,644				163,644				
Street Medicine / Trust Clinic	55,164	55,164				55,164				
Options Recovery Services - Detox Services & Nav Treatment	525,000	525,000				525,000				
Transitional Housing and Case Management	50,000	50,000				50,000				
Telegraph Business Improvement District Berkeley Host Program	49,139	49,139				49,139				
The Suitcase Clinic	9,828	9,828				9,828				
Toolworks, Inc. Supportive Housing	47,665	47,665				47,665				
Village of Love TAY Transitional Housing Program (through FY23)		250,000								250,000
Women's Daytime Drop-In Center Bridget Transitional House Case Management	118,728	118,728				118,728				
Daytime Drop-In Services	48,153	48,153				48,153				
Homeless Case Management - Housing Retention	100,190	100,190				100,190				
Youth Spirit Artworks - Housing Retention Case Management	78,000	78,000				78,000				
Homeless Services Total	18,877,881	13,049,321	418,921	0	212,033	11,991,322	0	0		427,045
Housing Development & Rehabilitation										
Bay Area Community Land Trust	5,200	5,200						5,200		
Organizational Capacity Building	200,000	200,000					200,000			
CHDO Programs	Refer to HTF/CHDO	Refer to HTF/CHDO								
Habitat for Humanity East Bay/Silicon Valley Housing Rehabilitation Grant	250,000	250,000	250,000							
Rebuilding Together Safe at Home Project	98,275	98,275						98,275		
Housing Development & Rehabilitation Total	553,475	553,475	250,000				200,000	103,475		0
Legal/Advocacy										
East Bay Community Law Center Consumer Justice Clinic/Housing Advocacy	33,644	33,644						33,644		
Eviction Defense Services	275,000	275,000				275,000				
Housing Retention	0	0								
Eden Council for Hope and Opportunity Eviction Defense Center	35,000	35,000	35,000							
Rent Board	275,000	275,000				275,000				
Housing Retention (through FY23)	3,149,167	1,250,000				1,250,000				
Basic Needs										
Family Violence Law Center - Domestic Violence & Homelessness Prevention Project	61,842	61,842						61,842		
Legal/Advocacy Total	3,829,653	1,930,486	35,000	0	0	1,800,000	0	95,486		0
Other										
Animal Rescue	23,812	23,812						23,812		
Berkeley Community Gardening Collaborative	11,895	11,895						11,895		
Berkeley Project	32,000	32,000						32,000		
Community Agency Publishing Outcomes Project	25,000	25,000						25,000		
Eden Information & Referral	35,000	35,000						35,000		
McGee Avenue Baptist Church	17,844	17,844						17,844		
SEEDS Community Resolution Center	22,553	22,553						22,553		
Other Total	168,104	168,104						168,104		0
Recreation										
Ephesians Children's Center - Greg Brown Park Supervision	18,573	18,573						18,573		
Recreation Total	18,573	18,573						18,573		
Seniors										
J-Set	9,110	9,110						9,110		
Seniors Total	9,110	9,110						9,110		
Youth										
Bay Area Community Resources School Based Behavioral Health	94,964	94,964						94,964		
Bay Area Hispano Institute for Advancement - Out of School Time Programs	21,447	21,447						21,447		
Berkeley High School Bridge Program	79,000	79,000						79,000		
Berkeley Youth Alternatives Afterschool Program	30,000	30,000						30,000		
Counseling	30,000	30,000						30,000		
Counseling Center to meet demand for mental health services		125,000							125,000	
Summer Jam Day Camp									35,000	
Biotech Partners - Biotech Academy at Berkeley High	91,750	91,750						91,750		
Ephesians School-Age Program	39,840	39,840						39,840		
Lifelong Medical Care Rosa Parks Collaborative	44,804	44,804						44,804		
McGee Ave Baptist Church Voices Against Violence	50,000	50,000							50,000	
Multicultural Institute Youth Mentoring	33,603	33,603						33,603		

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Pacific Center for Human Growth - Safer Schools Project	23,245	23,245						23,245		
RISE Program	216,039	216,039						216,039		
Stiles Hall	90,000	90,000						90,000		
Supplybank Org (Formerly K to College)		30,000						30,000		
Through The Looking Glass - Parenting Education and Kindergarten Readiness	25,000	25,000						25,000		
UC Berkeley										
BUILD Literacy/Cal Corp	95,360	95,360						95,360		
Bridging Berkeley	34,640	34,640						34,640		
YMCA of the East Bay - Y-Scholars Program										
Y-Scholars Program	40,000	40,000						40,000		
School Readiness Program	50,875	50,875						50,875		
Youth Total	1,040,567	1,245,567	0					1,070,567	210,000	
TOTAL COMMUNITY AGENCY ALLOCATIONS	31,519,975	24,262,329	1,900,471	160,000	212,033	13,791,322	200,000	5,813,272	210,000	2,010,231

o Community Development Block Grant (CDBG)/Emergency Solutions Grant (ESG)

*Subject to the Sugar - Sweetened Beverage Panel of Experts (PDE) allocation.

RECEIVED

JAN 18 2023

CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE NON-CO TRUCTION CONTRACT REV W FORM: NEW CONTRACT

Contract # 32000175

CONTRACTOR NAME: Downtown Berkeley Association

Subject of Contract: Downtown- Supportive Services- Measure P Funds

This contract package contains: 3 Original Contracts (Department, Vital Record and Vendor) in folders	Attached	Waiver Attached	Not Required
*The Vital Record contract MUST be in a folder.			
*Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.			
1. CONTRACT BOILERPLATE	x		
2. Scope of Services (Exhibit A @ boilerplate)	x		
3. Payment Provisions (Exhibit B @ boilerplate)	x		
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	<input type="checkbox"/>	<input type="checkbox"/>	x
5. CERTIFICATIONS			
a. Workforce Composition (<i>businesses with 5 or more employees</i>)	x	<input type="checkbox"/>	<input type="checkbox"/>
b. Nuclear Free Berkeley Disclosure	x	<input type="checkbox"/>	<input type="checkbox"/>
c. Oppressive States Disclosure (<i>Exception: Community-based, non-profit organizations</i>)	x	<input type="checkbox"/>	<input type="checkbox"/>
d. Sanctuary City Compliance Statement	x	<input type="checkbox"/>	<input type="checkbox"/>
e. Certification of Compliance with Living Wage Ordinance (LWO): use current form on web*	x	<input type="checkbox"/>	<input type="checkbox"/>
f. Certification of Compliance with Equal Benefits Ordinance: use current form on web*	x	<input type="checkbox"/>	<input type="checkbox"/>
g. Community Agency: Certification of Anti-Lobbying	<input type="checkbox"/>	<input type="checkbox"/>	x
h. Community Agency: Certification of Drug-Free Workplace	<input type="checkbox"/>	<input type="checkbox"/>	x
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (<i>originals, not copies</i>)	x	<input type="checkbox"/>	<input type="checkbox"/>
7. Authorizing Council Resolution # see annotated agenda item 27 and Mayors submittal <u>12/3/19</u>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
8. Consultant Contracts: Form 700, Statement of Economic Interests	<input type="checkbox"/>		<input checked="" type="checkbox"/>
9. Federally Funded Project Requirement: Debarment status printout (SAM.gov)	<input type="checkbox"/>		<input checked="" type="checkbox"/>

Berkeley Business License # 03558

Requisition # 12010540 (*Hard copy attached*)

Budget Code 011-21-208-251-5002-000-446-612990

Was there any advance payment? No Yes

Contract Amount \$ \$60,000.00

Council Approved Amount \$ 60,000.00

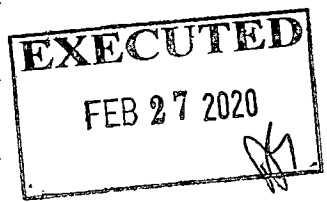
If Yes, Advanced Amount \$ _____

If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

- Eleanor Hollander, OED CMO 7536 2/3/20
Project Manager (PRINT NAME) & Department Phone No. Date
- Felicia Graham _____
Department Administrative Officer/Accounting Date
- _____
Department Head Date
- [Signature] _____
Contract Administrator Date 2/16/20
- [Signature] _____
Budget Manager Date 2/23/20



Routing continues to the following persons, who sign directly on the contract:

- City Manager** (*Will not sign unless all signatures and dates appear above*)
- City Auditor** (*Initial* _____) (*resident only*)
- City Clerk:** CMS Login _____ Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418>
dbaExpendNewContractReview.dotx

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY (“City”), a Charter City organized and existing under the laws of the State of California, and Downtown Berkeley Association (“Contractor”), a Non-Profit Corporation doing business at 2230 Shattuck Avenue, Suite C Lower Level, Berkeley, CA 94704 who agree as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform all services described in Exhibit A, in accordance with its stated terms and conditions. Exhibit A is attached to and made a part of this Contract.

2. **PAYMENT**

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$60,000.00. City shall make payments to Contractor in accordance with the provisions described in Exhibit B, which is attached to and made a part of this Contract. As provided by Council allocation was approved on December 3, 2019 (Item #27), the City Manager has the option to extend this agreement.

3. **TERM**

a. This Contract shall begin on January 1, 2020 and end on December 31, 2022. The City Manager of the City may extend the term of this contract by giving written notice. As provided by Council allocation was approved on December 3, 2019 (Item #27), the City Manager has the option to extend this agreement.

b. Either party may terminate this Contract for default upon five (5) days’ written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor after the effective date of a notice of termination.

c. A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

John Caner, CEO
Downtown Berkeley Association
2230 Shattuck Avenue, Suite C Lower Level
Berkeley, CA 94704

d. If City terminates this Contract for convenience before Contractor completes the services in Exhibit A, Contractor shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

4. **INDEMNIFICATION**

Contractor, for itself and its heirs, successors and assigns, agrees to release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from and against any and all claims, demands, liability, damages, lawsuits or other actions, including, but not limited to, personal injury or death or property damage arising out of or in any way connected with Contractor's operations under this Contract, or with the performance of this Contract by Contractor or its officers, employees, partners, directors, subcontractors or agents.

5. **INSURANCE**

a. Contractor shall maintain at all times during the performance of this Contract a commercial general liability insurance policy with a minimum occurrence coverage in the amount of \$2,000,000 (two-million dollars); an automobile liability insurance policy in the minimum amount of \$1,000,000 (one-million dollars); and, if any licensed professional performs services under this contract, a professional liability insurance policy in the minimum amount of \$0 to cover any claims arising out of Contractor's performance of services under this Contract. All insurance, except professional liability, shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

All insurance policies shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said policies except upon thirty (30) days written notice to the City's Contract Administrator; 2) be evidenced by the original Certificate of Insurance, specifying the required coverage and the insurance carrier's standard additional insured form endorsement; and 3) be approved as to form and sufficiency by the City's Contract Administrator. **The original insurance certificates and all extensions to the insurance certificates should be sent to the address identified below and include the CMS#.**

b. If the commercial general liability insurance referred to above is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

c. If Contractor employs any person, it shall carry workers' compensation and employer's liability insurance and shall provide a certificate of insurance to the City. The workers' compensation insurance shall: 1) provide that the insurance carrier shall not cancel, terminate or otherwise modify the terms and conditions of said insurance except upon thirty

(30) days written notice to the City's Contract Administrator; 2) provide for a waiver of any right of subrogation against City to the extent permitted by law; and 3) shall be approved as to form and sufficiency by the Contract Administrator.

d. Contractor shall forward all insurance documents to:

Department Name: Office of Economic Development

CMS# _____

Department Address: 2180 Milvia Street, 5th Street, Berkeley, CA 94704

6. **CONFORMITY WITH LAW AND SAFETY**

a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Contractor must be in accordance with these laws, ordinances, codes and regulations. Contractor shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Contractor shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Contractor's subcontractor, if any; 3) name and address of Contractor's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Contractor shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Contractor shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

7. **MATERIAL SAFETY DATA SHEETS**

a. To comply with the City's Hazard Communication Program, Contractor agrees to submit Material Safety Data Sheets (MSDS) for all "hazardous substances" Contractor intends to use in the performance of work under this Contract in any City facility. "Hazardous substances" are defined as those substances so designated by the Director of Industrial Relations pursuant to the Hazardous Substances Information and Training Act (Labor Code sec. 6360 *et seq.*). The MSDS for all products must be submitted to the City before commencing work. The MSDS for a particular product must be reviewed and approved by the City's Risk Manager before Contractor may use that product.

b. City will inform Contractor about hazardous substances to which it may be exposed while on the job site and protective measures that can be taken to reduce the possibility of exposure.

8. **OWNERSHIP OF DOCUMENTS**

a. When this Contract is terminated, Contractor agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors or agents, in connection with the performance of its services under this Contract. All materials shall be returned in the same condition as received.

b. Contractor grants City a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writing, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings and other works of similar nature produced in the course of the performance of this Contract. Contractor shall not publish any such material without the prior written agreement of the City.

c. With the prior written approval of City's Project Manager, Contractor may retain and use copies of its work for reference and as documentation of its experience and capabilities.

9. **NON-DISCRIMINATION**

Contractor hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Contractor shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Contractor shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

10. **INDEPENDENT CONTRACTOR**

a. Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required of Contractor by the terms of this Contract. Contractor shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Contractor.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Contractor's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of Contractor.

11. **CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

12. **NUCLEAR FREE BERKELEY**

Contractor agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

13. **OPPRESSIVE STATES CONTRACTING PROHIBITION**

a. In accordance with Resolution No. 59,853-N.S., Contractor certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Amdo, Kham, and U-Tsang shall be deemed oppressive states.

c. Contractor's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

14. **RECYCLED PAPER FOR WRITTEN REPORTS**

If Contractor is required by this Contract to prepare a written report or study, Contractor shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Contractor shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

15. **BERKELEY LIVING WAGE ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Contractor is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Contractor expressly acknowledges that, even if Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Contractor to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Contractor for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Contractor is currently subject to the Berkeley Living Wage Ordinance, Contractor shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Contractor engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Contractor fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Contractor due to a default under this provision, City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damage in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Contractor's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and

that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

16. **BERKELEY EQUAL BENEFITS ORDINANCE**

a. Contractor hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Contractor is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Contractor will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Contractor is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Contractor agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Contractor fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Contractor's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Contractor under this provision, the City may deem Contractor a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Contractor may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Contractor's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Contractor's breach. City may deduct any assessed liquidated damages from any payments otherwise due Contractor.

17. **AUDIT**

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Contractor agrees to provide the City Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

18. **SETOFF AGAINST DEBTS**

Contractor agrees that City may deduct from any payments due to Contractor under this Contract any monies that contractor owes City under any ordinance, contract or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

19. **CONFIDENTIALITY OF INFORMATION**

Contractor understands and agrees that, in the performance of the services under this Contract or in the contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all information disclosed by City to Contractor shall be held in confidence and used only in performance of the Contract. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent consultant would use to protect its own proprietary data.

20. **PREVAILING WAGES**

Certain labor categories under this contract may be subject to prevailing wages as identified in the State of California Labor Code commencing with Sections 1720 et. seq. and 1770 et. seq. These labor categories, when employed for any “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” constitute a “Public Work” within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages. In performing its obligations under this contract, Contractor is solely responsible to determine which, if any, of the work is governed by a labor category pursuant to California Labor Code sections 1720 et. seq. and 1770 et. seq. and pay the pertinent prevailing wage. Contractor shall defend, indemnify and hold harmless City concerning any liability arising out of Labor Code section 1720 et. seq. and 1770 et. seq.

21. **GOVERNING LAW**

This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

22. **AMENDMENTS**

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

23. **ENTIRE CONTRACT**

a. The terms and conditions of this Contract, all exhibits attached and any documents expressly incorporated by reference represent the entire Contract between the parties with respect to the subject matter of this Contract. This Contract shall supersede any and all prior contracts, oral or written, regarding the subject matter between City and Contractor. No other contract, statement, or promise relating to the subject matter of this Contract shall be valid or binding except by a written amendment to this Contract.

b. If any conflicts arise between the terms and conditions of this Contract and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Contract shall control.

24. **SEVERABILITY**

If any part of this Contract or the application thereof is declared invalid for any reason, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are declared to be severable.

25. **WAIVER**

Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this Contract or a waiver of any other default of Contractor.

26. **ASSIGNMENT**

Contractor may not assign this Contract without the prior written consent of the City, except that Contractor may assign its right to any money due or to become due hereunder.

26. **EFFECT ON SUCCESSORS AND ASSIGNS**

This Contract shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

28. **CONSULTANTS TO SUBMIT STATEMENTS OF ECONOMIC INTEREST**

The City's Conflict of Interest Code, Resolution No. 60,788-N.S., as amended, requires consultants who make a governmental decision or act in a staff capacity as defined in 2 Cal. Code of Regs. §18700, as amended from time to time, to disclose conflicts of interest by filing a Statement of Economic Interest (Form 700). Consultants agree to file such statements with the City Clerk at the beginning of the contract period and upon termination of the Contractor's service.

29. **SECTION HEADINGS**

The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract.

30. **CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Contractor has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Contractor is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Contractor shall pay all state and federal income taxes and any other taxes due. **Contractor certifies under penalty of perjury that the taxpayer identification number written below is correct.**

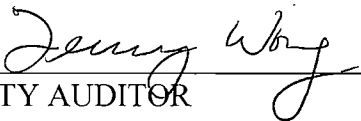
Business License Number 16-03558
B.M.C. § _____
Taxpayer ID Number _____

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: 
CITY MANAGER

Registered by:


CITY AUDITOR

Pre-approved as to form:
CITY ATTORNEY
2/2015

Attest:


DEP. CITY CLERK

CONTRACTOR

Downtown Berkeley Association
Contractor Name (print or type)

[Signature]
Signature

John E. Z. Carter, Jr.
Print Name

Tax Identification #

Berkeley Business License # - 03558

Incorporated: Yes No

Certified Woman Business Enterprise: Yes No

Certified Minority Business Enterprise: Yes No

If yes, state ethnicity: _____

Certified Disadvantaged Business Enterprise: Yes No

EXHIBIT A

SCOPE OF SERVICES

This Scope of Services outlines the work to be performed by the Downtown Berkeley Association and its contractors over the course of calendar year(s) 2020-21.

I. WORK PROGRAM IMPLEMENTATION

Co-Funding of the Downtown Social Services Outreach Position

The Downtown Berkeley Social Service Outreach Specialist Position is an employee hired and managed by Streetplus, the Downtown Berkeley Association (DBA) service provider, under the overall direction and guidance of the DBA and City staff. The main goal of this position is to help guide persons living on the streets in Downtown Berkeley to social services that will provide shelter and services to help end homelessness.

This contract provides for this position to be expanded into a full time position from 7am to 4pm, Monday through Friday. As per in the included sample *Social Service Outreach Coordinator Update Report*, this position will now on a full time basis provide the following services:

- 1) Morning wake-ups,
- 2) Request removal from merchant doorways,
- 3) General assistance including providing clothing, food, bus vouchers, etc.
- 4) Referral to services including walk-in escorts to Dorothy Day Men's Shelter and Berkeley Community Resource Center currently located at the Veteran's Memorial Building located at 1931 Center Street.
- 5) Additional services of the Social Services Outreach position may include other duties as assigned, such as, driving homeless person to the Department of Motor Vehicles to get a state-issued identification card so they are eligible for housing and Social Security Income (SSI) benefits.

The Outreach Specialist will continue to spend time getting to know homeless person(s) living on streets in Downtown and building a relationship of trust and understanding their individual needs and concerns. Moreover, the specialist coordinates with other City departments include the City-wide Homeless Outreach & Treatment Team (HOTT) and the Berkeley Housing Resource Center (Coordinated Entry System), and also attends bi-weekly meetings with City and other agencies to coordinate services and troubleshoot individual cases.

II. REPORTING

The Social Service Outreach Coordinator/Specialist will continue to track key metrics and provide regular reports to the DBA and City. The contractor shall submit a report that includes a summation of the metrics for a six month period (twice per year), using the following sample report as a template.

Social Outreach Coordinator

UPDATE REPORT - FEBRUARY THROUGH SEPTEMBER 2019



Joby Jackson
 2230 Shattuck Ave, Suite C, Berkeley, Ca 94704
 O: 510-549-2236

1. Morning wakeups

Morning wakeups at 7am, including request of tent break down and encampment consolidation. Assessment of overall well-being of street population starts the referral process.

2. Requested doorway removals

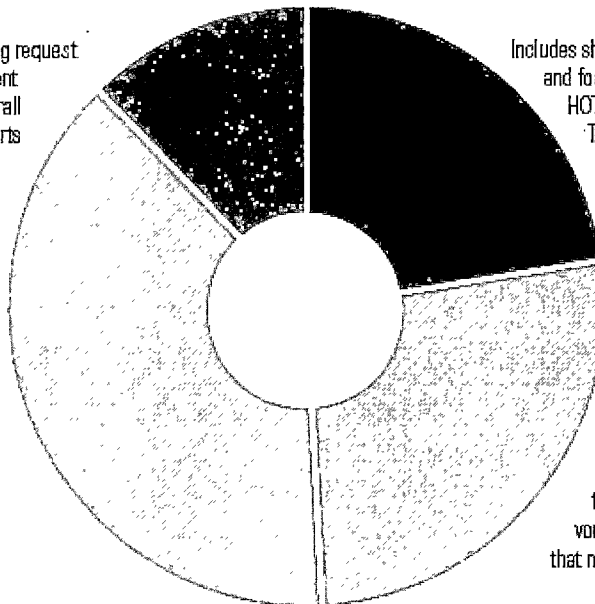
Providing merchants assistance, when there is someone blocking doorways from customers as well as mental health related issues.

4. Referrals for service

Includes shelters, Dorothy Day House – (showers and food), Berkeley HUB – (Food and housing), HOTT team – (Homeless Outreach and Treatment Team) an assessment is made during interactions of which services will best suit the needs, per each individual.

3. Assistance

Providing food, clothes bus ticket vouchers and what ever can make there day easier. Bus tickets vouchers and ID waivers benefit the street population so they can receive their SSI and be eligible for housing. Bus vouchers also allows them to get to services that might be to far to reach by walking.



FEBRUARY	144
MARCH	227
APRIL	149
MAY	182
JUNE	132
JULY	46
AUGUST	79
SEPTEMBER	60

FEBRUARY	108
MARCH	156
APRIL	119
MAY	158
JUNE	134
JULY	158
AUGUST	173
SEPTEMBER	167

FEBRUARY	41
MARCH	58
APRIL	75
MAY	202
JUNE	226
JULY	518
AUGUST	221
SEPTEMBER	225

FEBRUARY	10
MARCH	18
APRIL	43
MAY	59
JUNE	111
JULY	152
AUGUST	85
SEPTEMBER	88

TOTAL	1,004
-------	-------

TOTAL	1,229
-------	-------

TOTAL	1,878
-------	-------

TOTAL	590
-------	-----

PROGRESS HIGHLIGHTS:

- Physically personally walked 52 individuals to shelter services.
- Physically drove 4 of the homeless population get their state ID's so they could be eligible for housing and SSI.
- Gave DMV fee waiver voucher forms and free ride bus tickets to allow street population to have access to services outside of the district.
- Assisted on helping a homeless person get residency (actively worked with the person's family and was point of contact between the landlord and the homeless person) assisted with help on the move in.
- Been actively in contact with a homeless person's mother, working with her to find a solution to get person home. Found mother by contacting social worker in home state.

EXHIBIT B

PAYMENT

The City will pay funds to the Downtown Berkeley Association upon receipt of a complete invoice.

Invoices shall be submitted for payment 2 (twice) times per year according to the following schedule:

- Submit invoice for Payment 1 upon execution of contract
- Submit invoice for Payment 2 after first progress report is submitted from the Social Services Outreach Coordinator.

The estimated total amounts of each invoice shall be:

Payment One	Amount NTE
Payment Two	\$40,000
Total Contract Amount	\$20,000
	\$60,000

The cumulative total amount not to exceed is \$60,000.

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.


ORGANIZATION Downtown Berkeley Assn.
 ADDRESS 2230 Shattuck Ave Suite C-1 Berkeley CA 94704
 BUSINESS LICENSE # 03558

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators	2		2									
Professionals												
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other Occupation: Specify*												
Totals	2		2									

*Specify other occupation: _____
 **Specify other ethnicity: _____

Is your business MBE/WBE/DBE certified? If Yes, by what agency? _____
 If Yes, please specify: or ethnic identification: _____
 Do you have a policy of non-discrimination? yes

Signature  Date 2-20-20
 Print/Type Name of Signer John E. L. Carr

Verified by _____ Date _____

City of Berkeley Contract Administrator

OCCUPATIONAL CATEGORIES

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Careers" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: John E. Z. Casar Jr. Title: CEO

Signature:  Date: 2.20.20

Business Entity: Downtown Berkeley Association

Contract Description/Specification No. _____

Attachment C

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Ben E. Courtin Title: CEO

Signature: [Handwritten Signature] Date: 2.20.20

Business Entity: Downtown Berkeley Association

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract description/Specification No.: _____

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20____, at _____, California.

Printed Name: John E. Z. Conner Title: CEO

Signed:  Date: 7.20.20

Business Entity: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Personal Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES NO

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES NO

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES NO

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II.

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: John G. Z. Casar Jr. Title: CEO
Signature: [Handwritten Signature] Date: 2.20.20
Business Entity: Downtown Berkeley Association
Contract Description/Specification No: _____

Section III

• ** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ** •

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by Contractor/Vendor

Form EBO-1 CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: Downtown Berkeley Assn. Vendor No.: Address: 2230 Shattuck Ave City: Berkeley State: CA ZIP: 94704 Contact Person: John Carver Telephone: (510) 549-2230 E-mail Address: jcarver@downtownberkeley.com Fax No.: (510) 549-2261

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees. [X] No
B. Does your company provide (or make available at the employees' expense) any employee benefits? [X] Yes
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? [X] No
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? [X] No
E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? [] Yes [] No

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date: [] By the first effective date... [] At such time that administrative steps... [] Upon expiration of the contractor's current collective bargaining agreement(s).
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? [] Yes [] No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

John E. Z. Carr Jr.
Name (please print)

[Signature]
Signature

CEO
Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(*Sign and Print*): _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AJ GALLAGHER & CO INS BKR CA/PHS 57101944 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME PHONE (888) 920-6259 FAX (888) 443-6112 (A/C, No, Ext): (A/C, No):	
	E-MAIL ADDRESS:	
INSURED DOWNTOWN BERKELEY ASSOCIATION 2230 SHATTUCK AVE STE C BERKELEY CA 94704-1416		INSURER(S) AFFORDING COVERAGE
		NAIC# 11000
		INSURER A : Sentinel Insurance Company Ltd.
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		57 SBA BI9918	02/01/2020	02/01/2021	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$10,000 \$2,000,000 \$4,000,000 \$4,000,000
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			57 SBA BI9918	02/01/2020	02/01/2021	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	DATA BREACH - DEFENSE & LIAB COVG			57 SBA BI9918	02/01/2020	02/01/2021	Limit	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. City of Berkeley, its officers, agents, employees and volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

CITY OF BERKELEY
 2180 MILVIA ST
 BERKELEY CA 94704-1122

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.

AUTHORIZED REPRESENTATIVE

Susan S. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 13, 2020

CITY OF BERKELEY
2180 MILVIA ST
BERKELEY CA 94704-1122

Account Information:

Policy Holder Details :	DOWNTOWN BERKELEY ASSOCIATION
--------------------------------	----------------------------------



Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (888) 920-6259
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team

Action Calendar – Old Business

27b. Companion Report: Recommendations for Allocation of FY19/20 Measure P Funds (Continued from November 19, 2019)

From: City Manager

Recommendation: The City Manager recommends that Council:

1. Approve the Homeless Services Panel of Experts' recommendation for the allocation of FY20 General Funds (Measure P) in the following investment areas: a. Immediate Street conditions & Hygiene; b. Flexible Housing Subsidies; and c. Infrastructure. For any allocation of "Flexible Housing Subsidies" to families, limit eligibility to those who are imminently at-risk of homelessness, and allow the City Manager to sole-source contracts for the implementation of these subsidies.
2. Refer discussion of the recommendations pertaining to the following areas to the Council Budget & Finance Policy Committee: a. Permanent Housing, b. Shelter & Temporary Accommodations, and c. Supportive Services. The City Manager recommends that the Policy Committee consider the following pertaining to these funding areas: - Allow the "permanent subsidies" allocation to fund tenancy sustaining services, and dedicate 10% of total funding to homeless families. - Allow the "Shelter and temporary accommodations" allocation to fund the creation of new programs (including for new RV parking programs) or maintenance of existing shelter programs funded by HEAP, when that funding is exhausted. - Authorize the City Manager to award any funding for shelter expansion and tenancy sustaining services to agencies that have already responded to the FY20-23 Community Agency Request for Proposals (RFP). - Authorize the City Manager to release one or more RFPs for an RV parking program that would require a non-profit operator and for any supportive services including street medicine, substance abuse treatment or mental health outreach.

Financial Implications: See report

Contact: Kelly Wallace, Housing and Community Services, (510) 981-5400

Recess 10:30 p.m. – 10:36 p.m.

Action: M/S/C (Arreguin/Harrison) to suspend the rules and expend the meeting to 11:45 p.m.

Vote: Ayes – Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – Kesarwani; Abstain – Wengraf; Absent – Droste.

Action: M/S/C (Arreguin/Harrison) to suspend the rules and expend the meeting to 12:00 a.m.

Vote: Ayes – Kesarwani, Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – None; Abstain – Wengraf, Droste.

Action: M/S/C (Arreguin/Hahn) to call for the previous question.

Vote: Ayes – Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – Kesarwani, Wengraf, Droste.

Action Calendar – Old Business

Action: 41 speakers. M/S/C (Hahn/Harrison) to adopt the Mayor's proposal in Supplemental Communications Packet #2 amended to reduce the Safe RV Parking allocation to \$100,000 in FY 2021 and remove the Lifelong Street Medicine allocation to the February AAO process.

Vote: Ayes – Davila, Bartlett, Harrison, Hahn, Robinson, Arreguin; Noes – Kesarwani, Droste; Abstain – Wengraf.

Action Calendar – New Business

28. Recommendation to Immediately Fund and Implement the Safe Passages Program and Additional Actions to Ensure Emergency Equipment Access to All Parts of the City

From: Disaster and Fire Safety Commission

Recommendation: The recommendation as stated above from the Disaster and Fire Safety Commission (DFSC) to the Council includes the following seven components:

1. Allocate full funding of the Fire Department's Safe Passages Program;
2. Initiate immediate action;
3. Recognize that parking restrictions are necessary on some streets for the health and well-being of Berkeley residents;
4. Establish priorities for enacting parking restrictions;
5. Develop a departmental coordinated team effort;
6. Inform the public; and
7. Document and distribute the extent of the access and egress problem.

Financial Implications: See report

Contact: Keith May, Commission Secretary, (510) 981-3473

Action: M/S/C (Arreguin/Robinson) to hold over Item 28 to December 10, 2019.

Vote: Ayes – Kesarwani, Davila, Bartlett, Wengraf, Robinson, Arreguin; Noes – None; Abstain – None; Absent – Harrison, Hahn, Droste.

Councilmember Harrison absent 10:17 p.m. – 10:36 p.m.

Councilmember Hahn absent 10:20 p.m. – 10:36 p.m.

Councilmember Droste absent 10:21 p.m. – 10:38 p.m.

Item #24: FY 2019 Year-End Results and FY 2020 First Quarter Budget Update

- 77. Supplemental material, submitted by Mayor Arreguin
- 78. Revised material, submitted by Councilmember Kesarwani

Item #27a: Recommendations for Allocation of FY 19/20 Measure P

- 79. Supplemental material, submitted by Mayor Arreguin

Item 30b. Companion Report: Public Works Commission Recommendation for the Five-Year Rehabilitation Plan

- 80. Ben Gerhardstein, on behalf of Walk Bike Berkeley
- 81. Stacie Degeneffe

Supplemental Communications and Reports 3

Item #21: Milvia Bikeway Project Conceptual Design


- 82. Presentation, submitted by Public Works
- 83. Dan Newman
- 84. Drew Finke
- 85. Chris Ballinger
- 86. Miles Lincoln
- 87. Joe Berry
- 88. Steve Price
- 89. Terry Taplin
- 90. Mitchell Gass

Item #23: City Council Rules of Procedure and Order Revisions

- 91. Thomas Lord

Item #24: FY 2019 Year-End Results and FY 2020 First Quarter Budget Update

- 92. Diane Weber
- 93. Robin Hollenberg
- 94. Brenda Shank
- 95. Gail Machlis
- 96. David Levy
- 97. Sue Von Baeyer
- 98. John Clarke
- 99. Nancy Rader
- 100. Richard Boyden
- 101. Laura Louis
- 102. Olga Shalygin Orloff
- 103. Craig Baum
- 104. Jean Thomas
- 105. Charlotte von der Hude
- 106. Marvin Snow
- 107. William Hurley
- 108. Ruth White
- 109. Bernard Marszalek
- 110. Corinne Haskins

- 
111. Elle Lefebvre
 112. Jacob Jianh
 113. Sally Hindman
 114. Steve Moros
 115. Rachel Sing
 116. Medhavi Goel
 117. Kevin Yen
 118. Britney Tran
 119. Maya Facciolo
 120. Seth Wachter, on behalf of the University of San Francisco
 121. Sarah Abdeshahian
 122. Sarah Garrett
 123. Emma Murphy
 124. Rev. Julie Wakeless-Lynch
 125. Bryanna Lee
 126. Noah Rumbaoa
 127. Harrison Miao
 128. Kiara Taylor
 129. Valerie Johnson
 130. Bobby
 131. Samantha Warren
 132. Wei-Li King
 133. Barbara Fisher
 134. Kayhill Verceles
 135. Bonnie Borucki
 136. Margie Cohen, on behalf of the Women's Therapy Center (2)
 137. Lance Jackson
 138. Rick Dishnica
 139. Jesse McFarland
 140. Shirley Dean
 141. Laurie McWhorter on behalf of Councilmember Wengraf
 142. Stuart Baker, on behalf of the Telegraph Business Improvement District
 143. Jen Joynt
 144. Davina Srioudom
 145. Sarick Matzen
 146. Jackie Dragon, on behalf of the California Nurses Association
 147. Sathvik Nair
 148. Nathan Mizell
 149. Rolf Bell, Patrick Lerchi and Dr. Robert Girling

Item #27a: Recommendations for Allocation of FY 19/20 Measure P

150. Presentation, submitted by the Homeless Services Panel of Experts

Item #27b: Companion Report: Recommendations for Allocation of FY 19/20 Measure P

151. Presentation, submitted by HHCS
152. Marbrisa Flores



- 153. Marty Lynch
- 154. Firdows Mujir
- 155. John Caner, on behalf of the Downtown Berkeley Association
- 156. Jamie Almanza, on behalf of Bay Area Community Services
- 157. Maryam Eldeeb
- 158. Julia Lang, on behalf of Downtown Streets Team
- 159. Robbi Montoya, on behalf of Berkeley Community Resource Center

Item 30b. Companion Report: Public Works Commission Recommendation for the Five-Year Rehabilitation Plan

- 160. Liz Schultz
- 161. Sara Zimmerman
- 162. Tom Lent
- 163. Annie Parks

Item #34: Equal Pay: Classification and Compensation Process City Employees

- 164. Julie Leftwich, on behalf of the Commission on the Status of Women

Mayor's Submittal

Investment Area	POE %	\$8.9M 2019 - 2020/21 revenues)	Mayor's Suggested Funding Description January - July 2021 (18 months)	Mayor's Funding Total	Mayor's %
Permanent Housing subsidies and services	30%	\$2,670,000	1 Set aside for Families 15% 2 Permanent Housing Subsidies (begins July 2020 dependent on revenue above \$6M annually proportional w/ target of \$2.5M subsidies @ \$8M/yr revenues)	\$2,500,000	28%
Shelter and Temp Accommodations 1 Expand shelter capacity Invest in improving existing shelter capacity	30%	\$2,670,000	1. Stair Center (existing) \$1,785,000 2 Stair Center Expansion: \$383,000 3. Dorothy Day Shelter \$ 300,000 4. YSA Tiny Home Village \$117,000 5 Outdoor Shelter \$615,000	\$3,200,000	36%
Street & Hygiene 1. Toilets and hygiene stations, including for encampments 2. Lockers and storage units	14%	\$1,246,000	1. Portable toilets carry-over from CM budget \$30,000 2 Ongoing costs for BDIC storage lockers \$50,000 3. RV safe parking permit program: \$300,000 4 Veterans Building Daytime Drop In Center. \$249,156	\$629,156	7%
Supportive Services 1 Health care services 2. Employment & income development activities 3 Substance use treatment	14%	\$1,246,000	1 Lifelong Street Medicine \$706,068 2. Downtown Streets Team: \$225,000 3. DBA W2 Outreach Worker \$300,000	\$991,068	11%
Flexible Housing Funds Prevention, diversion, and/or rapid resolution support	10%	\$890,000	1. Stair Center Flexible Housing Funds*: \$630,000 2 Stair Center Expansion Flexible Housing Funds: \$322,000	\$952,000	11%
Infrastructure Planning 80% Evaluation 20%	2%	\$178,000	Per Panel of Experts recommendation	\$200,000	2%
Total Mayor's Allocation***				\$8,472,224	

Funded by HEAP	Amount	Through
Encampment garbage support & removal	\$679,857	FY 2021
Toilets and handwashing (existing)	\$270,000	FY 2021
Dorothy Day Emergency Shelter	\$832,000	Partial 2021
STAIR Operations/Staffing/Flex Funds	\$2,414,298	FY 2020
BDIC locker program	\$50,000	FY 2020
Total	\$4,246,155	

RECEIVED
 MAR 10 2020
 CITY OF BERKELEY
 CITY CLERK DEPARTMENT

City of Berkeley Monitor Evaluation Summary

Agency Name: Dorothy Day House, Berkeley (DDH)
Program Name: Shelter (Vets Building), Berkeley Emergency Storm Shelter (BESS),
Berkeley Drop in Center (BCRC)
Contract Period: 7/1/19-6/30/23

1. Agency Strengths/ Other accomplishments during the contract period (FY20-FY22):

DDH operates low barrier shelters and provides services using a harm reduction model. DDH engages clients in multiple ways, from providing basic shower and laundry services at its Berkeley Community Resource Center (BCRC) to helping shelter clients collect key documents to access permanent housing. DDH continues to develop its policies and procedures to standardize its service delivery and operations.

The current contract period (FY20-FY23) encompasses more than 2 ½ years of delivering services during the COVID-19 pandemic. During this time, shelter census was reduced by approximately 50% to maintain 6' social distancing per CDC and local guidance and shelter operations were expanded to 24/7. The City partnered with Dorothy Day House to plan, prepare and respond to COVID-19. DDH staff: 1) participated in weekly County and monthly City shelter calls covering COVID updates (CDC, CDPH and local guidance) and best practices; 2) provided COVID-19 education to participants; 3) distributed PPE; 4) referred positive cases to the County's Isolation Hotels; and 5) offered COVID-19 testing; and 6) hosts monthly vaccine clinics.

2. Have agency financial reports been submitted on time?

DDH submits its financial reports on time.

3. Is the agency responsive to requests for information, forms, revisions to reports, etc.?

DDH has been responsive to City requests for follow up information.

4. Has the agency met its service measures and outcomes according to the contract requirements?

DDH services were impacted by the COVID-19 pandemic. Some outcome goals during this period have been met.

6. Does City staff know of any areas of concern that haven't been addressed satisfactorily? Please consider any external or City monitoring efforts that have resulted in unaddressed findings.

City staff monitored the Shelter (Vets Building), Berkeley Emergency Storm Shelter (BESS), Berkeley Drop in Center (BCRC) for program period July 1, 2020 - June 30, 2021. During the monitoring, staff identified zero findings, four concerns and one recommendation. DDH submitted all required documentation to satisfy the City of Berkeley's monitoring review.

7. Did the agency have any significant vacancies for extended period of time? No.

City of Berkeley Monitor Evaluation Summary

Agency Name: Dorothy Day House, Berkeley (DDH)
Program Name: Shelter (Vets Building), Berkeley Emergency Storm Shelter (BESS),
Berkeley Drop in Center (BCRC)
Contract Period: 7/1/19-6/30/23

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

"AMENDMENT"

Contract# 31900284	Vendor# 13183
--------------------	---------------

CONTRACTOR NAME: Dorothy Day House

Subject of Contract: Homeless Services

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
3 Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder.				
*Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY: Debarment status printout (\$25,000 and above) SAM.gov	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution #69,563-N.S. and 69,949-N.S.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # BL-02428

Requisition # _____ (Hard copy attached) **Purchase Order #** 22201097 ~~\$~~ **570,563**

Budget Code -011-51-507-506-0000-000-459-636110-; 011-51-504-535-5002-000-444-636110-and 311-51-504-530-2075-000-444-636110 ~~\$~~ **247,200** **Council Approved Amount \$** _____

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** 2,336,101.00

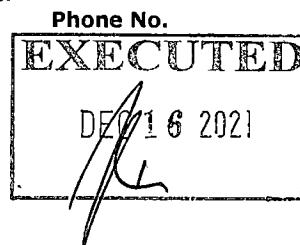
If Yes, Purchase Order # 22201097

Original contract amount	\$ <u>1,662,152.00</u>
Amount/s added by previous amendment/s (if applicable)	\$ <u>673,935.00</u>
Amount added by this amendment	\$ <u>817,763.00</u>
Total/cumulative contract amount after amendment	\$ <u>3,153,850.00</u>
Contingency	\$ _____
TOTAL NOT TO EXCEED AMOUNT	\$ <u>3,153,850.00</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. **Project Manager** (PRINT NAME/SIGN) David Andujo-Walker Health, Housing & Comm Svcs. Department
2. **Department Administrative Officer/Accounting** (PRINT NAME/SIGN) Ann Song
3. **Department Head** (PRINT NAME/SIGN) Lisa Warhuus
4. **Contract Administrator** (PRINT NAME/SIGN) Josh Roben
5. **Budget Manager** (PRINT NAME/SIGN) Ruma Murty *BUDGET APPROVED VIA EMAIL*



- November 15, 2021
- Date** 12/1/2021
- Date** 12/2/2021
- Date** 12/9/2021
- Date** 12/13/2021

Routing continues to the following persons, *who sign directly on the contract*:

6. **City Manager** (Will not sign unless all signatures and dates appear above)
7. **City Clerk:** Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418> Rev 4/2021

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

Dorothy Day House
Contractor
P.O. Box 12701
Address
Berkeley, CA 94712
City/State/Zip

Amended Contract Number: <u>31900284</u>
--

Contract Amendment Authority

- Resolution # 69949 Original Resolution # 69010, 69563
- Ordinance # _____ (if appropriate)
- City Manager Authorization Pending

Description of Amendment/s

- Change of Services/Scope: _____
- Change of Dollars: Original Amount: 1,662,152.00 Amended Not to Exceed Amount: 3,153,850.00

Change of Contract Term

Change as of This Amendment or Extension:

From: _____ To: _____

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: _____ To: _____

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	\$ _____	_____	_____
General Liability	<input checked="" type="checkbox"/>	<u>\$3,000,000.00</u>	<u>7/1/2022</u>	_____
Automobile	<input checked="" type="checkbox"/>	<u>\$1,000,000.00</u>	<u>7/1/2022</u>	_____
Workers Comp.	<input checked="" type="checkbox"/>	<u>\$1,000,000.00</u>	<u>7/1/2022</u>	_____
Bond	<input type="checkbox"/>	\$ _____	_____	_____

Roben, Josh

From: Murty, Rama
Sent: Friday, December 10, 2021 11:08 PM
To: Roben, Josh
Cc: Rosete, Michelle; Cole, Shamika S.; Dupaya, Maricar C.
Subject: RE: Dorothy Day House - Contract #31900284 amendment for Homeless Services

Budget Final --Approved

Rama Murty, Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

From: Dupaya, Maricar C.
Sent: Friday, December 10, 2021 12:47 PM
To: Murty, Rama <RMurty@cityofberkeley.info>
Cc: Rosete, Michelle <mrosete@cityofberkeley.info>; Cole, Shamika S. <SSCole@cityofberkeley.info>
Subject: Dorothy Day House - Contract #31900284 amendment for Homeless Services

Budget Initial – APPROVED

Notes:
Authorizing Council Resolution: # 69,949
New NTE due to this amendment: \$3,153,850
Contract #31900284 Change order released on 12/03/2021 (Amendment amount: \$817,763)

Funding in the amount of \$817,763 is available in the FY 2022 budget in account codes:
011-51-504-535-5002-000-444-636110- = \$570,563
311-51-504-530-2075-000-444-636110- = \$247,200

Office of Budget and Fiscal Management
City of Berkeley, City Manager's Office
510-981-7046
mdupaya@cityofberkeley.info

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on July 1, 2019 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Dorothy Day House ("Contractor") a company, doing business at P.O. Box 12701 Berkeley, CA 94712.

WHEREAS, City and Contractor previously entered into Contract Number 31900284, dated July 1, 2019, in the amount of \$1,662,152, which Contract was authorized by the Berkeley City Council by the City Manager of the City of Berkeley;

WHEREAS, on December 3, 2019, by FY 2020 Budget Update (item #24), the Berkeley City Council authorized an additional \$60,000 for the Berkeley Emergency Storm Shelter (BESS) resulting in a contract amendment not to exceed \$1,722,152;

WHEREAS, on June 30, 2020, by Resolution No.69,483-N.S. and Measure P (item # 40), the Berkeley City Council authorized an additional \$304,340;

WHEREAS, on September 15, 2020, by Resolution No. 69,563-N.S., the Berkeley City Council authorized an additional \$119,595 resulting in a contract amendment not to exceed \$2,146,087 as set forth below and authorized the City Manager to reallocate ESG-CV funds within eligible ESG activities to prevent, prepare for and respond to the coronavirus.

WHEREAS, on September 15, 2020, by Resolution No. 69,563-N.S., the Berkeley City Council authorized an additional \$190,000 resulting in a contract amendment not to exceed \$2,336,087

WHEREAS, on June 29, 2021, by Resolution No. 69,949-N.S., the Berkeley City

Council authorized an additional \$570,563 resulting in a contract amendment not to exceed \$2,906,650

WHEREAS, on October 29, 2021, the City of Berkeley, City Manager's authorized an additional \$247,200 (Resolution No. 69,563-N.S)., resulting in a contract amendment not to exceed \$3,153,850 as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Article 1 is amended to read as follows:

SCOPE OF SERVICES

Scope of services has been amended and is described in Exhibit A, which is attached to and made part of this Contract.

2. Article 2 is amended to read as follows:

TIME PERIOD OF CONTRACT

This Contract shall begin on July 1, 2019 and end on June 30, 2023. The City Manager of the City may extend the term of this contract by giving written notice.

3. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$833,501 for FY 20, \$1,087,510 for FY 21, \$1,025,301 for FY 22 and \$207,538 for FY 23. Therefore, the total FY 20-23 contract amount will not exceed \$3,153,850. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It

is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

4. Article 6. RECORDS AND USE OF FUNDS is amended to include CARES Act Coronavirus (CV) funds and read as follows:

A. Contractor shall keep and maintain full, complete, and appropriate books, records, and accounts necessary to evidence and substantiate in full detail Contractor's compliance with the terms and provisions of this Agreement. Books, records, and accounts relating to this Agreement shall be kept and maintained in compliance with 2 C.F.R. Part 200.

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in 2 C.F.R. Part 200 and shall contain any additional information that the City may require.
- 2) Financial records of contract funds shall be kept separately and funds from other sources shall not be co-mingled with such funds.
- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a. job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b. time sheets or comparable documentation for all personnel compensated with contract funds. Such records shall clearly show the time spent on contract activities. The City may require Contractor to use timesheets formatted to track funded activities distinctly from work funded by other funding sources that are not part of this contract.
- 4) Contractor assures that, for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.

B. Contractor agrees to document and maintain records indicating that all CDBG-CV, ESG-CV and/or CSBG-CV funds are used to prevent, prepare for, and respond to coronavirus (CARES Act Public Law 116-136).

C. Contractor agrees to maintain records in accordance with Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.), which prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Prior to the use of funds pursuant to this section, Contractor will establish policies and procedures to reasonably evaluate the need and the resources available to meet that need in order to prevent duplication of benefits. In the event a duplication of benefits occurs, Contractor shall repay to the City or to the Federal government the assistance that is duplicative.

D. Contractor agrees to maintain racial, Hispanic/Latino ethnicity, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities. In certain cases, the City may require either less or more information than identified above, depending on the requirements of various funding sources.

E. Contractor agrees to maintain records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program set forth in 2 C.F.R. Part 200.

F. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

G. Contractor agrees to maintain and preserve such records during the period from start of contract performance until five (5) years from the audit referred to in Article 30, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property that was acquired with contract funds shall be retained for five years after its final disposition.
- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received

his/her final relocation payment, whichever is later.

- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

H. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period, unless prohibited by law.

5. Further, this contract is amended to include the following language regarding the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Pub. L. No. 116-136):

CARES ACT FUNDING REQUIREMENTS

The City has entered into grant contracts with the U.S. Department Of Housing And Urban Development (HUD) for Community Development Block Grant (CDBG) coronavirus (CDBG-CV) and Emergency Solution Grants (ESG) coronavirus (ESG-CV) funds, and with the State of California for Community Services Block Grant (CSBG) coronavirus (CSBG-CV) funds under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Public Law No. 116-136), and the City and all Contractors are obligated to follow all program rules, statutory and regulatory waivers, and alternative requirements applicable to supplemental CDBG-CV (FR-6218-N-01) ESG-CV (Notice CPD-20-08), CSBG-CV (CSBG-IM-2020-157) grants to prevent, prepare for, and respond to coronavirus.

6. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

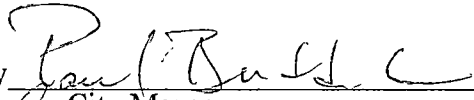
Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

In all other respects, the Contract dated July 1, 2019, shall remain in full force and effect.


IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By 
City Manager *DWR*

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
12/2020

Registered on behalf of the City Auditor by:



Finance Department

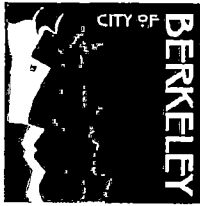
Attest:


ASST. Deputy City Clerk

CONTRACTOR

Dorothy Day House, Berkeley
Name (Printed)

By 
Signature and Title



Health Housing and
Community Services Department
Office of the Director

MEMORANDUM

To: Dee Williams-Ridley, City Manager

From: *LW* Lisa Warhuus, Director, Health, Housing & Community Services

Date: October 29, 2021

Subject: Amend ESG-CV funded Homeless Services contracts to continue to plan, prepare, and respond to COVID-19

On September 15, 2020, Council approved HUD ESG-CV allocations totaling \$6,648,000 to support people experiencing homelessness in Berkeley by preventing, planning, and responding to COVID-19 and Resolution No 69,563 which authorizes the City Manager to reallocate ESG-CV funds within eligible ESG activities to prevent, prepare for, and respond to the coronavirus with future changes to allocations noticed on the City's website. HUD set strict spenddown deadlines requiring the full amount be spent by September 30, 2022.

A variety of projects were funded, including expanding shelter operations to 24/7, new non-congregate shelter (Berkeley Respite Program at 1281 University, 701 Harrison and the house and 1654 5th St.), and providing rapid rehousing financial assistance to support permanent housing exits from Project Roomkey hotels in Berkeley and the Berkeley Respite Program. Some projects had cost savings and more significant cost savings are expected due to HUD issuing 875 Emergency Housing Vouchers (EHV) to housing authorities in Alameda County that are now being prioritized for Project Roomkey exits that had originally expected to rely on ESG-CV for temporary rental assistance. Therefore, to ensure that all funds are spent HHCS recommends:

- 1) Reduce BFHP's Respite Program contract #32100041 by \$366,268 (from \$2,197,684 to \$1,831,416) as the Emergency Housing Vouchers are a substitute for these resources (this reduction includes \$137,363 in ESG-CV funds and \$228,905 in Permanent Local Housing Assistance funds that will be used for Project Homekey);
- 2) Increase BFHP's Shelter contract #31900271 by \$137,363 (from \$1,764,570 to a not to exceed amount of \$1,901,933) to maintain 24/7 operations at both the Men's and Women's shelters through June 30, 2022.

- 3) Increase DDH's Veteran's and Berkeley Emergency Storm Shelter contract #31900284 by \$247,200 (from \$2,906,650 to a not to exceed amount of \$3,153,850) to maintain 24/7 shelter operations at the Veteran's building through June 30, 2022 and to expand BESS winter shelter from a 45-night inclement weather shelter to a 24/7 operation from November 29, 2021 through April 15, 2022.

BACKGROUND

In June 2021, HHCS asked shelters to maintain 24/7 operations through 9/30/21 and to continue COVID-19 protocols. In August, shelters throughout the county and in Berkeley experienced the highest number of COVID cases since the beginning of the pandemic and Berkeley shelters continue to see cases. HHCS is supporting shelters with mobile vaccine clinics and response and screening testing, the latter through self-administered tests through a contract with Color and recommends shelters continue 24/7 operations. Dorothy Day House has requested \$99,800 (Veteran's shelter) and BFHP has requested \$137,363 to continue 24/7 shelter operations through June 30, 2022.

Last year, DDH expanded Berkeley Emergency Storm Shelter (BESS) operations to 24/7 from November 30, 2020 to April 15, 2021. This expanded model was initiated to maintain daily COVID protocols with a stable population; as opposed to a first come first served model. It also helped to offset the decrease in the shelter system's number of bednights due to the decompression of year-round shelters. HHCS recommends DDH operate BESS using this expanded model for the 2021 winter season. The additional cost to operate this expanded model is \$147,400. The total cost to support the above expanded shelter operations is \$384,563.

HHCS recommends using BFHP's Respite remaining funds plus administration funds to cover these shelter costs. As HHCS continues to monitor spenddown rates, specifically ESG-CV RRR rental assistance programs, it expects a portion of these funds to be recouped and used to replenish administration costs as needed.

Approved: Paul Buddenhagen Date: 11/8/21
for Dee Williams-Ridley, City Manager

Not Approved

CC. Paul Buddenhagen, Deputy City Manager

RESOLUTION NO. 69,563-N.S.

SUBSTANTIAL AMENDMENT TO THE 2020-2025 CONSOLIDATED PLAN INCLUDING THE PY20 ANNUAL ACTION PLAN IN RESPONSE TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING

WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), became Public Law 116-136, and it provides \$5 billion in Community Development Block Grant (CDBG)-CV funds and \$4 billion in Emergency Solutions Grant (ESG)-CV to be used to prevent, prepare for and respond to the Coronavirus (COVID-19); and

WHEREAS, the City of Berkeley is an entitlement jurisdiction which receives CDBG, ESG and HOME Investment Partnership Program (HOME) funds from the US Department of Housing and Urban Development (HUD); and

WHEREAS, the City of Berkeley has an existing 2020-2025 Consolidated Plan, including the Program Year 20 (FY21) Annual Action Plan, that articulates how the City plans to spend HUD CDBG, ESG and HOME allocations; and

WHEREAS, the City of Berkeley was awarded \$1,610,805 in CDBG-CV and \$6,648,603 in ESG-CV funds from HUD that requires a Substantial Amendment to the existing Consolidated and Annual Action Plans; and

WHEREAS, HUD has issued waivers to 1) lift the public services cap for PY20 CDBG and CDBG-CV funds, 2) raise the CHDO Operating cap up to 10% for HOME, 3) raise the HOME Planning and Administration cap to 25%, and 4) allow for revisions to the Citizen Participation Plan that include a shorter public comment period and for virtual public hearings; and

WHEREAS, under the CARES Act, HUD has issued flexibilities for ESG funds stating that they are not subject to the consultation and citizen participation requirements that otherwise apply to the ESG funds, however, at minimum, grantees are required to publish how they will use ESG-CV funds on the grantees website; and

WHEREAS, the City's Citizen Participation Plan requires that the City conduct a public hearing when major changes constituting a Substantial Amendment to the spending plan are proposed

WHEREAS, the City has and will continue to incur substantial costs and loss of revenue due to COVID-19; and

WHEREAS, the City has established the following ERMA budget codes CDBG: 128 - various, ESG: 311 – various, and HOME: 310 - various; and

WHEREAS, failure to authorize receipt of these funds would result in loss of potential funds for the City in response to the COVID-19 pandemic; and

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or her designee, is authorized to:

1. Accept the CARES Act funding totaling the amount of \$8,259,408 (\$1,610,805 in CDBG-CV and \$6,648,603 in ESG-CV) and reallocate \$535,998 of PY20 CDBG funds to provide support for the City of Berkeley's response to COVID-19; and
2. Allocate the allowable, under the HUD waiver, \$535,998 of the PY20 CDBG and CDBG-CV funds to public services, and 20% to Planning and Administration; and
3. Allocate the allowable PY20 HOME funds (up to) 10% (not to exceed \$77,838) for Community Housing Development Organization (CHDO) operating funds, and (up to) 25% for program administration under the HUD waiver, with the remaining being allocated to the City's Housing Trust Fund; and
4. Execute resultant agreements and amendments with community agencies for the above-mentioned funds, including:
 - a. Berkeley Food and Housing Project for the Berkeley Respite Program;
 - b. Building Opportunities for Self-Sufficiency, Dorothy Day House, BFHP and Covenant House for increased shelter costs; and
5. Amend and submit the Substantial Amendment to the 2020-2025 Consolidated Plan and PY20 Annual Action Plan, to the U.S. Department of Housing and Urban Development (HUD) including public comments, and accept any resulting agreements with HUD; and
6. Adopt the revised Berkeley Citizen Participation Plan.

BE IT FURTHER RESOLVED, that the City Manager has the authority to reallocate ESG-CV funds within eligible ESG activities to prevent, prepare for and respond to the coronavirus, and that future changes to these allocations will be noticed on the City of Berkeley website, and CDBG-CV funds shall be first allocated to public services with the remaining allocation going to eligible housing services as described in Exhibit A.


A record signature copy of said agreements and any amendments shall be on file in the office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on September 15, 2020 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Wengraf, and Arreguin.

Noes: None.

Absent: Davila.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

PY20 (FY21) CDBG, HOME, ESG Allocations - AMENDMENT #1

Community Development Block Grant (CDBG) Allocations

REVENUES	Awarded FY20	Awarded FY21	Awarded FY21	CARES Act: CDBG-CV
CDBG Award	\$ 2,667,120	\$ 2,738,258	2,738,258	\$ 1,610,805
Program Income	\$ 250,531	\$ 255,925	255,925	\$ -
Earlier Unused Funds	\$ 788,029	\$ 222,352	222,352	\$ -
SUBTOTAL CDBG	\$ 3,705,680	\$ 3,216,536	3,216,536	\$ 1,610,805
GF Funding Available	\$ 232,229	\$ 232,229	232,229	\$ -

EXPENDITURES - By Category	Allocated FY20	Allocated FY21	Amended Allocation FY21	CARES Act: CDBG-CV
I. Housing Services	\$ 1,476,057	\$ 1,476,057	\$ 2,012,055	\$ 38,644
II Public Services (17.83%)	\$ 453,921	\$ 453,921	\$ 453,921	\$ 1,250,000
III. Public Facility Improvements	\$ 1,202,278	\$ 688,906	\$ 152,908	\$ -
IV Planning & Administration (20%)	\$ 573,424	\$ 597,652	\$ 597,652	\$ 322,161
Total CDBG Funds Allocated/Requested	\$ 3,705,680	\$ 3,216,536	\$ 3,216,536	\$ 1,610,805

CDBG Project Details

I. CDBG - HOUSING SERVICES PROJECTS	Allocated FY20	Allocated FY21	Amended Allocation FY21	CARES Act: CDBG-CV
CDBG				
1 Center for Independent Living: Residential Access Project for Disabled	\$ 159,660	\$ 159,660	\$ 159,660	
2 Habitat for Humanity East Bay - Housing Rehabilitation Grant Program	\$ 250,000	\$ 250,000	\$ 250,000	
3 COB HHCS D Loan Services	\$ 70,008	\$ 70,008	\$ 70,008	
4 COB HHCS D Senior and Disabled Rehab Program	\$ 358,048	\$ 358,048	\$ 358,048	
Rehab Loans	\$ 150,000	\$ 150,000	\$ 150,000	
5 COB HHCS D Affordable Housing Development and Rehab	\$ 488,341	\$ 488,341	\$ 488,341	
CV - Housing Acquisition/Rehab	N/A	N/A	\$ 535,998	\$ 38,644
SUBTOTAL Housing Projects – CDBG	\$ 1,476,057	\$ 1,476,057	\$ 2,012,055	\$ 38,644

General Fund

6 Bay Area Community Land Trust (GF)	\$ 5,200	\$ 5,200		
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II. PUBLIC SERVICES PROJECTS	Allocated FY20	Allocated FY21	Amended Allocation FY21	CARES Act: CDBG-CV
CDBG				
7 Homeless Services (Berkeley Food & Housing Project)*	\$ 170,502	\$ 170,502	\$ 170,502	
8 Homeless Services (Bay Area Community Services)*	\$ 248,419	\$ 248,419	\$ 248,419	
9 EDEN Housing: Fair Housing Services	\$ 35,000	\$ 35,000	\$ 35,000	
CV - Targeted Equity Testing Strategy	N/A		\$ -	\$ 1,250,000
Total CDBG Public Services	\$ 453,921	\$ 453,921	\$ 453,921	\$ 1,250,000
CDBG Public Services Cap	\$ 520,217	N/A	N/A	N/A

* These projects are for CDBG budgeting, but are reviewed by other Commissions whose funding recommendation is reflected here

General Fund

10 The Bread Project: Culinary Job Readiness Training	\$ 57,850	\$ 57,850		
11 Inter-City Services: Employment, Education and Training	\$ 101,351	\$ 101,351		
12 Rising Sun Energy Center: Green Energy Training Services	\$ 67,828	\$ 67,828		
Subtotal GF Public Services:	\$ 227,029	\$ 227,029		

III. CDBG - PUBLIC/COMMUNITY FACILITIES IMPROVEMENTS: Allocations or recommended funding is one-time only.

	Allocated FY20	Allocated FY21	Amended Allocation FY21	CARES Act: CDBG-CV
13 Public Facilities FY2020	\$ 1,049,370	\$ 535,998	\$ -	\$ -
14 COB HHCS D Public Facilities Improvements	\$ 152,908	\$ 152,908	\$ 152,908	\$ -
Subtotal Public Facilities Improvements:	\$ 1,202,278	\$ 688,906	\$ 152,908	\$ -

IV. CDBG - PLANNING AND ADMINISTRATION**		Allocated FY20	Allocated FY21	Amended	CARES Act:
15	COB HHCSD CDBG Planning & Administration	\$ 573,424	\$ 597,652	Allocation FY21	CDBG-CV
				\$ 597,652	\$ 322,161
	CDBG Planning & Administration TOTAL	\$ 573,424	\$ 597,652	\$ 597,652	\$ 322,161

**Set-aside. Planning and Administration is a capped category of CDBG funding. The City of Berkeley City Manager and Housing & Community Services Departments will utilize the maximum amount of funding available under this category

HOME Investment Partnership Program (HOME) Allocations

REVENUES		Awarded FY20	Awarded FY21
	HOME Award	\$ 737,273	\$ 778,383
	Program Income (projected)	\$ 20,000	\$ 20,000
	SUBTOTAL HOME Funds Available	\$ 757,273	\$ 798,383

EXPENDITURES		Allocated FY20	Allocated FY21	Amended
	Administration (10%)	\$ 75,727	\$ 79,838	\$ 79,838
	CHDO Operating Funds (5%)	\$ 28,115	\$ 28,115	\$ 70,000
	Available for HTF Projects	\$ 653,431	\$ 690,430	\$ 648,545
	Total	\$ 757,273	\$ 798,383	\$ 798,383

Emergency Solutions Grant (ESG) Allocations

REVENUES		Awarded FY20	Awarded FY21	CARES Act:
	ESG Award	\$ 227,398	\$ 234,354	ESG-CV
				\$ 6,648,603

EXPENDITURES		Amended	Allocated FY21	CARES Act:
	Rapid Rehousing*	Allocation FY20		ESG-CV
		\$ 57,228	\$ 69,489	\$ 2,597,578
	Emergency Shelter and Street Outreach*	\$ 136,439	\$ 140,612	\$ 3,386,165
	Homeless Management Information System	\$ 6,676	\$ 6,676	
	Administration (7.5%)	\$ 17,055	\$ 17,577	\$ 664,860
	Total	\$ 227,398	\$ 234,354	\$ 6,648,603

* Funding will be allocated to the Coordinated Entry System to carry out the program.

RESOLUTION NO. 69,949-N.S.

ADOPTING THE CITY OF BERKELEY BUDGET UPDATE FOR
FISCAL YEAR 2022

WHEREAS, on May 25, 2021, the City Manager presented to the City Council the FY 2022 Proposed Budget; and

WHEREAS, the City Council held a series of meetings to consider the FY 2022 Proposed Budget Update, including public hearings held on May 25, 2021 and June 1, 2021; and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meetings on June 15, 2021 and June 29, 2021; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2022. The advances are to be equivalent to 25% of the agency's allocation.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopted the FY 2022 Budget contained in the City Manager's FY 2022 Proposed Budget presented to Council on May 25, 2021 and as amended by subsequent Council action on June 15, 2021 and June 29, 2021.

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2022 Adopted Budget will be reflected in a separate FY 2022 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2022.

BE IT FURTHER RESOLVED that the City Manager is authorized to advance the full allocation of Rebuilding Together East Bay-North's Community Facility Improvement Program's FY 2022 General Funds during the first quarter, per the agency's request.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance, the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:

- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - An end-of-year narrative summary of accomplishments.
2. All other agencies receiving General Fund only:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required semi-annually.
3. Agencies with State and/or Federal Funding:
- Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.


BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.

The foregoing Resolution was adopted by the Berkeley City Council on June 29, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

Agency/Individual Name	FY 2021 Actual	FY 2022 Proposed	CDBG	CSBG	General Fund			Other	Other Funds
					ESG	Measure P	Measure U1		
City of Berkeley EveryOne Home	\$23,837	\$23,837	\$ -	\$ -	\$ -	\$ -	\$ -	\$23,837	\$ -
Covenant House California (YEAH!)									
Shelter Services - HCRC Dorothy Day	\$663,013	\$318,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$318,388	\$663,013
Berkeley Emergency Storm Shelter	\$220,101	\$30,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$30,101	\$ -
Drop In Center	\$181,777	\$181,777	\$ -	\$ -	\$ -	\$181,777	\$ -	\$ -	\$ -
Vets Shelter	\$685,632	\$566,037	\$ -	\$ -	\$ -	\$566,037	\$ -	\$ -	\$ -
Horizon		\$850,000	\$ -	\$ -	\$ -	\$850,000	\$ -	\$ -	\$ -
Downtown Berkeley Association									
Double Helping Hand	\$216,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Homeless Outreach Worker	\$40,000	\$40,000	\$ -	\$ -	\$ -	\$40,000	\$ -	\$ -	\$ -
Downtown Streets Team	\$225,000	\$225,000	\$ -	\$ -	\$ -	\$225,000	\$ -	\$ -	\$ -
Fred Finch Youth Center									
Turning Point	\$289,255	\$189,255	\$ -	\$ -	\$ -	\$ -	\$ -	\$189,255	\$ -
Lifelong Medical Care									
Case Management Tied to	\$163,644	\$163,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$163,644	\$ -

**EXHIBIT A
SCOPE OF SERVICES**

Agency Name: Dorothy Day House, Berkeley

Contract Period: Annual scope of a 4-year contract covering FY 2020 to FY 2023

Program Title: Dorothy Day House Shelter
Berk Emergency Storm Shelter
Dorothy Day House Drop In Center

A. Agency-Wide Requirements

1. **Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
2. **Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
3. **Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Robbi Montoya
4. **Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
5. **Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs.

The Community Funding Program is incorporating and refining positive impact measures into our contract processes including reporting, contract monitoring activities and evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in **Attachment C**.
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: Dorothy Day House Shelter
2. **Target Population:** We serve the most vulnerable of the homeless population. The most disabled and elderly tend to gravitate to drop in and shelter services. We serve a diverse population, both culturally and racially. Physical, emotional and mental trauma is common in the history of many of the guest we serve, because of the their differences. Our guests have been marginalized because of the things that make them unique. At Dorothy Day House put them at the center of our community and celebrate those differences.
3. **Project Description:**
 1. Dorothy Day House, Berkeley, typically operates a 52-bed co-ed shelter at 1931 Center Street, in the basement of the Veterans Building. Our shelter provides daily showers, at least weekly laundry service and a hot dinner each day, as well as benefitting from the Dorothy Day House Community Breakfast served Monday through Saturday. Guests are referred through the North County Housing Resource Center (HRC) and the City of Berkeley.

During the COVID-19 pandemic, the shelter will be open 24 hours a day, seven days a week. The census will be reduced to 22 guests in order to comply with the 6' social

distancing requirements. The program provides three meals per day so clients don't have to leave the shelter for lunch. DDH complies with the City's Public Health Officer's directive to:

Reduce the shelter census along with maintaining approved bed placement layout; 2) follow the City's COVID Shelter Response Plan; 3) follow the approved Shelter Residential Snapshot; and 4) follow the below requirements for staff and guests:

- i. Maintain 6' physical distancing, including when sleeping by maintaining bed assignments that alternate between lower and top beds and by having participants sleep head to toe to further distance between each other;
- ii. Mandatory mask wearing;
- iii. Enhanced and increased frequency of cleaning and disinfection of facility;
- iv. Minimum daily symptom checks and recording including every time someone enters the building.
- v. Maintaining staff and participant vaccination rates and tracking weekly test results for unvaccinated staff.

b. Is this activity to prevent, prepare for, and respond to coronavirus?

Yes, during the COVID-19 pandemic, the shelter will be open 24 hours a day, seven days a week. The census will be reduced to 22 guests in order to comply with the 6' social distancing requirements.

c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Emergency Shelter:

Emergency Shelter		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days

With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%
	Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%

Contract Outcomes Measurement Language

All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	104
b. Total number of Berkeley clients to be served:	104
c. Total number of Berkeley clients with disabilities to be served:	30
d. Total number of Berkeley homeless clients to be served:	104
e. Total number of Berkeley chronically homeless clients to be served:	70
f. Total number of Berkeley Female Heads of Household to be served:	12

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

Documentation that verifies income;

Client Self-Certification of Income (see attached form); or

Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. Participation in the Coordinated Entry System.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:

Participation in the Coordinated Entry System or recipient of a City of Berkeley voucher issued during encampment resolutions.

- d. **Grievance Policy:** The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Copies of the grievance policy are issued at intake along with all Policies and Procedures documentation.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

- Accept all City of Berkeley funded placements from the North County Housing Resource Center (HRC) in coordination with Berkeley outreach teams.
- Attend meeting to provide explicit and timely rationale of denial of service to Hub placements
- Work with North County HRC and City staff to confirm all placement criteria for each program.
- Eliminate criteria not inherent to the fulfilling program intention
- Streamline enrollment process
- Add Agency HMIS Program Stamp to all accepted HRC placements.

Residential Programs (Year-round Shelter, Transitional Housing)

- Update Clarity Shelter Bed Module daily to show vacancies. Anticipated vacancies should be communicated to HRC once known.
- Comply with Alameda Countywide Shelter Standards once adopted.
- Participate in available countywide and/or City initiated trainings to support implementation of Shelter Standards and/or best practices.

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary

Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

B. Program-Specific Requirements

1. Program Name: Berk Emergency Storm Shelter
2. **Target Population:** Berkeley's homeless population is our target community. Based on 2018/2019 demographic data, we expect the following characteristics: In terms of age, 12% 20-30; 18% 31-40; 20% 41-50; 51-60 30%; and 19% 61 and older. Twenty six percent are women. Cultural diversity includes an estimated 44% for African-Americans, 47% Whites, 11% Latino, 2% Native American, 2% Asian and 5% other. An estimated 15% are military veterans. Close to half will be expected to have various degrees of dual-diagnosis substance abuse, mental health and developmental challenges, and up to 25% may have some level of physical disability.

3. Project Description:

- a. The Dorothy Day House Berkeley Emergency Storm Shelter will operate at 2134 Martin Luther King Way (Old City Hall) 24 hours a day from November 30, 2021 to April 15, 2022.

Due to COVID-19, DDH has expanded its operating hours to 24 hours/7 days a week. DDH will comply with the City's Public Health Officer's: 1) approved reduced COVID-19 maximum shelter census (19 people) along with the approved bed placement layout; 2) COVID Shelter Response Plan; and 3) approved Shelter Residential Snapshot; and 4) requirements including having staff and guests:

1. Maintain 6' physical distancing, including when sleeping by maintaining bed assignments that alternate between lower and top beds and by having participants sleep head to toe to further distance between each other;
2. Mandatory mask wearing;
3. Enhanced and increased frequency of cleaning and disinfection of facility;
4. Conduct Intake process that includes: first/last name; DOB; where did you stay last night/where do you stay typically stay; contact info (phone/email) for contact tracing;
5. Minimum daily symptom checks and recording, including every time someone enters the building;

Additionally, DDH will:

1. Accept referrals exclusively through North County HRC in coordination with Berkeley outreach teams.
2. Enroll all guests in Clarity – DDH ESG-CV ES program. Confirm data is correct

no later than 10 days after the end of each quarter.

- b. Is this activity to prevent, prepare for, and respond to coronavirus? Yes

Shelter operations have expanded to 24 hours per day, 7 days a week in direct response to COVID-19. The shelter will provide three meals per day, daily symptom checks, PPE and supplies to guests. This expanded program will allow for a more stable population than in prior years when the shelter operated as a first come, first serve shelter only when inclement weather was forecast.

- c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Emergency Shelter:

Emergency Shelter		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%
	Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%

Contract Outcomes Measurement Language

All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	19
b. Total number of Berkeley clients to be served:	19
c. Total number of Berkeley clients with disabilities to be served:	0
d. Total number of Berkeley homeless clients to be served:	19
e. Total number of Berkeley chronically homeless clients to be served:	19
f. Total number of Berkeley Female Heads of Household to be served:	5

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or
- Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
The Berkeley Emergency Shelter is open to any homeless adult in Berkeley who is 18 years or older.

d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Any guest who has a concern regarding shelter operations will be offered a copy of the program grievance policy, copies of which will be kept on site each night of operation.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

Not Applicable

Residential Programs (Year-round Shelter, Transitional Housing)

Not Applicable

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

B. Program-Specific Requirements

1. Program Name: Dorothy Day House Drop In Center
2. **Target Population:** We serve the most vulnerable of the homeless population. The most disabled and elderly tend to gravitate to drop in and shelter services. We serve a diverse population, both culturally and racially. Physical, emotional and mental trauma is common in the history of many of the guest we serve, because of the their differences. Our guests have been marginalized because of the things that make them unique. At Dorothy Day House put them at the center of our community and celebrate those differences.
3. **Project Description:**
 - a. The Berkeley Community Resource Center's mission is to provide participant services and decrease the human suffering related to homelessness in Berkeley. We want to create a clean an safe environment to provide respite from the street especially during rainy cold and hot weather 365 days a year. We provide showers, laundry, clothing and other hygiene needs. We provide meal service at both breakfast and lunch time. Our staff participate directly in the Alameda County Coordinated Entry System by providing linkage for direct assessment of our participants and outreach for a range of services provided by our community partners: medical care, housing assistance, legal assistance, recovery related services, job training and placement and mental health support. We will continue to administer the locker program as part of our drop in services at no additional

cost to the COB. Because of expanded staffing hours in the evening and early morning, we will increase daily services hours to reflect participant need for access rather than agency need. The BCRC will be instrumental in Covid-19 prevention in daily distribution of masks and surface and hand sanitizer

- b. Is this activity to prevent, prepare for, and respond to coronavirus? No
- c. Contractor shall deliver the service measures and outcomes contained in the table below:

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	2,760
b. Total number of Berkeley clients to be served:	2,760
c. Total number of Berkeley clients with disabilities to be served:	2,000
d. Total number of Berkeley homeless clients to be served:	2,760
e. Total number of Berkeley chronically homeless clients to be served:	2,000
f. Total number of Berkeley Female Heads of Household to be served:	400

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or
- Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

- a. Outreach & Referrals.
 - i. Contractor will perform outreach as described below.
 - No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes.

- b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.
- c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
There is no eligibility criteria for this program.
- d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Anyone who has a concern regarding BCRC operations, or anyone whose behavior has caused them to be denied services will be given a copy of the grievance policy.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C) - N/A

Residential Programs (Year-round Shelter, Transitional Housing) - N/A

Permanent Supportive Housing/Shelter Plus Care N/A

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.

Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:

- One Case Conference, with attendance by direct services

representatives including supervisors and line staff.

• One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.

Participate in other key meetings, as necessary

8. Other Requirements:

C. Annual and Quarterly Required Reports

1. Advance Payment Requests are due quarterly by:

- July 15
- September 15
- December 15
- March 15.

2. Program Reports are due for Berkeley Community Resource Center by:

- January 31, 2022 for period ending December 31, 2021
- July 31, 2022 for period ending June 30, 2022

3. Statements of Expense are for ESG-CV funded programs are due quarterly by:

- October 31, for period ending September 30
- January 31, for period ending December 31
- April 30, for period ending March 31
- August 31, for period ending June 30.

4. General Ledger and Statement of Revenues and Expenditures (for the Program) are due by:

- August 31, for the period covering July 1 to June 30.

5. Equipment Inventory Tracking Sheet is due by:

- August 31, for the period covering July 1 to June 30.

6. Others...(reports are required if the box next to the report is checked)

Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data. .

Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

7. **Other Requirements:**

Client Satisfaction Survey: The City of Berkeley Community Funding program is requiring that all agencies incorporate a program-specific Client Satisfaction Survey during the FY20-23 contract period. The survey shall be administered by your program staff and results entered in your regularly scheduled program reports using City Data Services. Agencies shall upload the program's survey tool into CDS in the program report. Each program is required to administer and report on the survey data at either the end of the program activities or the end of the program year, whichever comes first. Survey responses should only be provided for Berkeley residents captured in your total number of Berkeley persons served. If your program serves persons who are both Berkeley and non-Berkeley residents you may consider adding a question to the survey asking of the person is a Berkeley resident. Please See **Attachment C** for full details including required questions.

EXHIBIT B
FY21-22 Annualized BUDGET

Agency: Dorothy Day House, Berkeley
Agency Revenue and Expense.

List Funds by Source	Fiscal Year 2022 7/1/21-6/30/22
REVENUES	
City of Berkeley	\$2,092,791
State /County Funds:	
Federal:	
Private/Foundations/Corporation Funds:	
Cumulative figure, 8-12 institutional funders/year	\$50,000
Agency Generated Revenue:	
Individuals' Contributions	\$248,756
Interest Income & Miscellaneous	\$1,244
Events	\$0
TOTAL REVENUE	\$2,392,791
Dollar Value of COB In-Kind Contributions	\$19,000
Dollar Value of Non-COB In-Kind Contributions	\$121,769
Percent City of Berkeley (includes In-Kind)	83%
Percent Other Public	0%
Percent Private/Other	17%
EXPENDITURES	
Salaries and Benefits	\$603,158
Operating Expense	\$122,217
TOTAL EXPENDITURES	\$725,375
Fixed Asset Expenditures	\$0

EXHIBIT B
FY21-22 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Dorothy Day House Shelter

Personnel Expense		Annualized		MEAS-P		MEAS-P Carryover		ESG-CV		Leveraged Funding		Total Program Budget	
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Executive Director	Roberta Montoya	\$72,800	\$35.00	34%	\$24,752.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	34%	\$24,752.00
Procurement Manager	Bob Whalen	\$48,880	\$23.50	34%	\$16,620.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	34%	\$16,620.00
Director Of Programs	To Come #1	\$62,800	\$30.19	0%	\$0.00	0%	\$0.00	0%	\$0.00	33%	\$20,933.00	33%	\$20,933.00
Fund Development Manager	Brittany Hotaling	\$63,000	\$30.29	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$63,000.00	100%	\$63,000.00
Operations Manager	Rimmon Schurik	\$48,880	\$23.50	100%	\$48,880.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$48,880.00
Finance Manager	John Gaona	\$48,880	\$23.50	50%	\$24,440.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$24,440.00
Kitchen Manager	Patrick Neilley	\$48,880	\$23.50	50%	\$24,440.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$24,440.00
Shelter Coordinator/Outreach Specialist	To Come #4	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00	100%	\$40,914.00
DDHS/BESS Monitor #10	Thomas Trice	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
DDHS/BESS Monitor #1	Vance Armor	\$40,914	\$19.67	80%	\$32,731.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	80%	\$32,731.00
DDHS/BESS Monitor #7	Bradley Merrill	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
DDHS/BESS Monitor #6	Thomas Louthier	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
DDHS/BESS Monitor #4	Natasha Hill	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
DDHS Monitor/Horizon Cook	Jonas Fierro	\$40,914	\$19.67	40%	\$16,366.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	40%	\$16,366.00
DDHS/BESS Monitor #5	Reynaldo Lopez	\$40,914	\$19.67	40%	\$16,366.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	40%	\$16,366.00
DDHS/BESS Monitor #2	Vassily Bronson	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	20%	\$8,183.00	0%	\$0.00	20%	\$8,183.00
DDHS/BESS Monitor #8	Sophia Olaya-Hermes	\$40,914	\$19.67	60%	\$24,548.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	60%	\$24,548.00
DDHS/BESS Monitor #9	Herbert Sneed	\$40,914	\$19.67	80%	\$32,731.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	80%	\$32,731.00
DDHS/BESS Monitor #3	Jamel Daniels	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	40%	\$16,366.00	0%	\$0.00	40%	\$16,366.00
DDHS/BESS/BCRC Monitor	Iban Rodriguez	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	80%	\$32,731.00		\$0.00		
DDHS/BESS Monitor #12	Robert Bradshaw	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00		\$0.00		
Subtotal Salaries		\$966,916.00		9.68	\$425,530.00	0.00	\$0.00	1.40	\$57,280.00	2.33	\$124,847.00	12.61	\$607,657.00
Taxes and Benefits					\$50,966.00		\$0.00		\$7,137.00		\$20,771.00		\$78,874.00
Total Personnel Exp					\$476,496.00		\$0.00		\$64,417.00		\$145,618.00		\$686,531.00
Operating Expense													
Meals / Meal Supplies					\$25,360.00		\$0.00		\$25,651.00		\$0.00		\$51,011.00
Office/First Aid Supplies					\$2,500.00		\$0.00		\$0.00		\$0.00		\$2,500.00
Supplies					\$8,000.00		\$0.00		\$2,300.00		\$0.00		\$10,300.00
Cleaning Supplies					\$4,000.00		\$0.00		\$5,857.00		\$0.00		\$9,857.00
Minor Repair And Maintenance					\$2,000.00		\$0.00		\$0.00		\$0.00		\$2,000.00
Transportation					\$3,720.00		\$0.00		\$0.00		\$0.00		\$3,720.00
Insurance					\$4,800.00		\$0.00		\$0.00		\$3,575.00		\$8,375.00

Professional Services	\$10,000.00	\$0.00	\$0.00	\$500.00	\$10,500.00
Phone, Internet, Cable	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00
Deep Cleaning/Pest Treatment	\$4,984.00	\$12,341.41	\$1,575.00	\$0.00	\$18,900.41
Major Building Repairs	\$17,397.00	\$0.00	\$0.00	\$0.00	\$17,397.00
Indirect Costs	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
Equipment Leasing	\$1,643.00	\$0.00	\$0.00	\$0.00	\$1,643.00
Total Operating Expense	\$89,504.00	\$12,341.41	\$35,383.00	\$4,075.00	\$141,303.41
Total Expense	\$566,000.00	\$12,341.41	\$99,800.00	\$149,693.00	\$827,834.41

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Dorothy Day House private donations	\$149,693	No	0%	\$0	
Totals	\$149,693			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/Certificates/Experience	TB/FP Rqd?	TB/FP Curr?
Executive Director	Roberta Montoya	General programmatic and fiscal oversight of organization, onsite presence and inspection of program adherence to contract obligations. Primary liaison with partner agency development and facilitates DDH Board of Director involvement. Serves as primary contact for interaction between DDH and all partner agencies and City of	\$24,752	40 years of experience working community social services with a emphasis on homelessness, AOD and family dynamics.	No	N/A

		Berkeley contract managers. Direct liaison with COB as it pertains to contracted programs. Assesses and manages program risks. Implements DDH initiatives and strategy.				
Procurement Manager	Bob Whalen	General procurement of goods related to the functionality of DDH programs. Maintains oversight of the volunteer program component ensuring adequate supplies of goods and services are being met for all DDH programs.	\$16,620	application on file with the City	No	N/A
Operations Manager	Rimmon Schurik	DDHS: Responsible for all activities related to operations of the facility in coordination with staff and COB. Coordinates building issues and repairs with Public Works. Monitors safety protocols and compliance adherence. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$48,880	application on file with the City	No	N/A
Finance Manager	John Gaona	DDHS: Maintains accurate CDS reporting, tracks budgets and manages payroll. Maintains all confidential staff records. Provides coordination for all guest services, including intake process and keeping updated records regarding any pertinent guest information and ensuring HIPAA compliance standards.	\$24,440	application on file with the City	No	N/A

		BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.				
Kitchen Manager	Patrick Neilley	Plan for and purchase food and food supplies. Ensure food inventory meets adequate levels of nutrition and sustenance. Maintains a positive and effective working relationship with the COB Public Health Department. Preside over food service employees, including cooks, food preparers, food transporters, volunteers, and others involved in food processes. Coordinates the schedule for work for employees and volunteers.	\$24,440	application on file with the City	No	N/A
DDHS/BESS Monitor #10	Thomas Trice	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$40,914	application on file with the City	No	N/A
DDHS/BESS Monitor #1	Vance Armor	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$32,731	application on file with the City	No	N/A
DDHS/BESS Monitor #7	Bradley Merrill	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and	\$40,914	application on file with the City	No	N/A

		behavioral standards for the safety of guests.				
DDHS/BESS Monitor #6	Thomas Louther	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. Supervise preparation of evening meal. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$40,914	application on file with the City	No	N/A
DDHS/BESS Monitor #4	Natasha Hill	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$40,914	application on file with the City	No	N/A
DDHS Monitor/Horizon Cook	Jonas Fierro	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. Supervise preparation of evening meal. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$16,366	application on file with the City	No	N/A
DDHS/BESS Monitor #5	Reynaldo Lopez	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$16,366	application on file with the City	No	N/A
DDHS/BESS Monitor #2	Vassily Bronson	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$8,183	application on file with the City	No	N/A

DDHS/BESS Monitor #8	Sophia Olaya-Hermes	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$24,548	application on file with the City	No	N/A
DDHS/BESS Monitor #9	Herbert Sneed	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$32,731	application on file with the City	No	N/A
DDHS/BESS Monitor #3	Jamel Daniels	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$16,366	application on file with the City	No	N/A
DDHS/BESS/BCRC Monitor	Iban Rodriguez	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$32,731	application on file with the City	No	N/A
	Taxes and Benefits	Workers' Compensation, SSA/Medicare, CA ETT, CA SUI, Payroll Processing	\$58,103			
	Meals / Meal Supplies	All food and meal supplies for breakfast, lunch, dinner	\$51,011			
	Office/First Aid Supplies	Printer Paper, Printer Ink and limited first aid supplies such as bandages, gauze, antibiotic ointments, etc.)	\$2,500			
	Supplies	Razors, Body Wash, Shampoo, Deodorant,	\$10,300			

	Laundry Detergent, Towels		
Cleaning Supplies	Mops, Floor Cleaner, Dish Soap, Disinfectant, Toilet Bowl Cleaner, Surface Cleaner, Degreaser	\$9,857	
Minor Repair And Maintenance	Minor maintenance needs such as light bulbs, hand soap dispensers, body wash dispensers, light repair materials	\$2,000	
Transportation	Fuel and maintenance on vehicle used for daily pickup of donations	\$3,720	
Professional Services	Bookkeeping and tax preparation	\$10,000	
Phone, Internet, Cable	Phone (4 lines), internet for office and guest use and cable for guest use	\$3,600	
Deep Cleaning/Pest Treatment	3rd party deep cleaning/pest treatment; must be pre-approved by Wing Wong contract monitor	\$18,900	
Major Building Repairs	Major repairs such as plumbing and electrical work not provided by Public Works Department	\$17,397	
Indirect Costs	Post office box, business license, food handler certifications, association fees, etc.	\$1,500	
Equipment Leasing	Shelter portion for leasing of washers and driers. Expense divided with BCRC.	\$1,643	

**Total MEAS-P for Program: \$566,000.00 Total MEAS-P Carryover for
Program: \$12,341.41 Total ESG-CV for Program: \$99,800.00**

EXHIBIT B
FY21-22 Annualized BUDGET
An
Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Berkeley Emergency Storm Shelter

Personnel Expense		Annualized		GF	GF Carryover	ESG-CV	ESG-CV Carryover	Leveraged Funding	Total Program Budget						
Staff Position	Vance Amor	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	%FTE	Salary	%FTE	Salary	%FTE	Salary
DDHS/BESS Monitor #1								0%	\$0.00	0%	\$0.00	15%	\$6,137.00		
DDHS/BESS Monitor #2	Vassily Bronson	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	0%	\$0.00	0%	\$0.00	15%	\$6,137.00
DDHS/BESS Monitor #12	Robert Bradshaw	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	37%	\$15,138.00	0%	\$0.00	0%	\$0.00	37%	\$15,138.00
DDHS/BESS Monitor #5	Reynaldo Lopez	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	0%	\$0.00	15%	\$6,137.00
DDHS/BESS Monitor #15	To Come #8	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	37%	\$15,138.00	0%	\$0.00	0%	\$0.00	37%	\$15,138.00
DDHS/BESS Monitor #3	Jamel Daniels	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	0%	\$0.00	0%	\$0.00	15%	\$6,137.00
DDHS/BESS Monitor #16	To Come #9	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	37%	\$15,138.00	0%	\$0.00	0%	\$0.00	37%	\$15,138.00
DDHS/BESS Monitor #8	Sophia Olaya-Hermes	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	37%	\$15,138.00	0%	\$0.00	0%	\$0.00	37%	\$15,138.00
DDHS/BESS Monitor #17	To Come #10	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	37%	\$15,138.00	0%	\$0.00	0%	\$0.00	37%	\$15,138.00
DDHS/BESS Monitor #18	To Come #11	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	0%	\$0.00	0%	\$0.00	15%	\$6,137.00
DDHS/BESS Monitor #11	Ramon Villagomez	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	19%	\$7,774.00	0%	\$0.00	19%	\$7,774.00
DDHS/BESS Monitor #19	To Come #12	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	15%	\$6,137.00	0%	\$0.00	15%	\$6,137.00
BESS Coordinator	To Come #5	\$46,426	\$22.32	0%	\$0.00	0%	\$0.00	37%	\$17,178.00	0%	\$0.00	0%	\$0.00	37%	\$17,178.00
BESS Cook	To Come #7	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	26%	\$10,638.00	0%	\$0.00	0%	\$0.00	26%	\$10,638.00
Subtotal Salaries		\$578,308.00		0.00	\$0.00	0.00	\$0.00	3.08	\$128,054.00	0.49	\$20,048.00	0.00	\$0.00	3.57	\$148,102.00
Taxes and Benefits				\$0.00	\$0.00	\$16,856.00	\$3,232.37	\$6,609.00	\$26,697.37						
Total Personnel Exp				\$0.00	\$0.00	\$144,910.00	\$23,280.37	\$6,609.00	\$174,799.37						
Operating Expense															
Meals				\$3,401.00	\$2,125.60	\$0.00	\$0.00	\$0.00	\$5,526.60						
Office/First Aid/PPE Supplies				\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00						
Supplies (Toiletries, laundry, etc.)				\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00						
Cleaning Supplies				\$1,000.00	\$0.00	\$2,490.00	\$0.00	\$0.00	\$3,490.00						
Meal Supplies (Paper, utensils, etc.)				\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00						
Garbage Service				\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00						
Indirect Costs				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						
Phone/Internet				\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00						
Pest Control				\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00						
Liability Insurance				\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00						
Building Maintenance				\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00						
Professional Services				\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00						
Total Operating Expense				\$30,101.00	\$2,125.60	\$2,490.00	\$0.00	\$0.00	\$34,716.60						
Total Expense				\$30,101.00	\$2,125.60	\$147,400.00	\$23,280.37	\$6,609.00	\$209,515.97						

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage

ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Dorothy Day House private donation	\$6,609	No			Emergency Shelter
Totals	\$6,609			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/Certificates/ Experience	TB/FP Rqd?	TB/FP Curr?
DDHS/BESS Monitor #1	Vance Armor	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$6,137	application on file with the City	No	N/A
DDHS/BESS Monitor #2	Vassily Bronson	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$6,137	application on file with the City	No	N/A
DDHS/BESS Monitor #12	Robert Bradshaw	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$15,138	application on file with the City	No	N/A
DDHS/BESS Monitor #5	Reynaldo Lopez	DDHS: Responsible for maintaining guest safety and adherence to shelter policies.	\$6,137	application on file with the City	No	N/A

		BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.				
DDHS/BESS Monitor #15	To Come #8	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$15,138		No	N/A
DDHS/BESS Monitor #3	Jamel Daniels	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$6,137	application on file with the City	No	N/A
DDHS/BESS Monitor #16	To Come #9	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$15,138		No	N/A
DDHS/BESS Monitor #8	Sophia Olaya-Hermes	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$15,138	application on file with the City	No	N/A
DDHS/BESS Monitor #17	To Come #10	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$15,138		No	N/A
DDHS/BESS Monitor #18	To Come #11	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$6,137		No	N/A

DDHS/BESS Monitor #11	Ramon Villagomez	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$7,774	application on file with the City	No	N/A
DDHS/BESS Monitor #19	To Come #12	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$6,137		No	N/A
BESS Coordinator	To Come #5	DDHS: Responsible for maintaining guest safety and adherence to shelter policies. BESS: Facilitates intakes and maintains order and behavioral standards for the safety of guests.	\$17,178		No	N/A
BESS Cook	To Come #7	Supervise preparation of meals.	\$10,638		No	N/A
	Taxes and Benefits	Workers' Compensation Insurance, SSA/Medicare, CA ETT, CA SUI, payroll processing.	\$20,088			
	Meals	Food purchases for meals.	\$5,527			
	Office/First Aid/PPE Supplies	Office, first aid and PPE supplies.	\$2,000			
	Supplies (Toiletries, laundry, etc.)	Supplies (Toiletries, laundry detergent, etc.)	\$2,000			
	Cleaning Supplies	Cleaning supplies for twice daily cleaning.	\$3,490			
	Meal Supplies (Paper, utensils, etc.)	Meal Supplies (Paper, utensils, etc.)	\$2,000			
	Garbage Service	Twice weekly garbage service.	\$2,000			
	Phone/Internet	Internet and phone.	\$500			
	Pest Control	Monthly pest control treatment.	\$7,200			
	Liability Insurance	Liability and professional insurance.	\$1,000			
	Building Maintenance	Minor and major repairs not included in lease agreement.	\$8,000			

Professional Services	Bookkeeper	\$1,000	
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Total GF for Program: \$30,101.00 Total GF Carryover for Program: \$2,125.60 Total ESG-CV for Program: \$147,400.00 Total ESG-CV Carryover for Program: \$23,280.37

EXHIBIT B
FY21-22 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Berkeley Community Resource Center

Personnel Expense		Annualized		GF Carryover	MEAS-P		MEAS-P Carryover		Leveraged Funding		Total Program Budget		
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Executive Director	Roberta Montoya	\$72,800	\$35 00	0%	\$0.00	33%	\$24,024.00	0%		0%	\$0.00	33%	\$24,024.00
Director Of Programs	To Come #1	\$62,800	\$30 19	0%	\$0.00	0%		0%		32%	\$19,906.00	32%	\$19,906 00
BCRC Coordinator	Jessicah Schoenfeldt	\$46,426	\$22 32	0%	\$0.00	77%	\$35,748.00	0%		23%	\$10,678 00	100%	\$46,426 00
BCRC Facilitator #1	Leonard Jenkins	\$40,914	\$19.67	0%	\$0 00	77%	\$31,504 00	0%		23%	\$9,410.00	100%	\$40,914 00
BCRC Facilitator #2	Carlos Santiago	\$40,914	\$19.67	0%	\$0.00	40%	\$16,366 00	0%		9%	\$3,736.00	49%	\$20,102 00
BCRC On Call Facilitator #1	To Come #2	\$40,914	\$19.67	0%	\$0 00	31%	\$12,683.00	0%		9%	\$3,682.00	40%	\$16,365.00
Procurement Manager	Bob Whalen	\$48,880	\$23.50	0%	\$0 00	33%	\$16,130.00	0%		0%	\$0.00	33%	\$16,130.00
Subtotal Salaries		\$353,648 00		0.00	\$0.00	2.91	\$136,455.00	0.00	\$0 00	0.96	\$47,412.00	3.87	\$183,867.00
Taxes and Benefits					\$0.00		\$17,125.00				\$12,303.00		\$29,428.00
Total Personnel Exp					\$0.00		\$153,580.00		\$0.00		\$59,715.00		\$213,295.00
Operating Expense													
Meals					\$0.00		\$0.00		\$0.00		\$20,000.00		\$20,000.00
Office/First Aid/PPE Supplies					\$0.00		\$2,750.00		\$0.00		\$0.00		\$2,750.00
Supplies (Toilet paper, paper towels, hand soap, etc.)					\$0.00		\$7,257.00		\$0.00		\$0.00		\$7,257 00
Cleaning Supplies					\$151.67		\$2,400.00		\$262.71		\$0 00		\$2,814 38
Meal Supplies					\$0.00		\$0.00		\$0.00		\$5,000.00		\$5,000 00
Minor Repair & Maintenance					\$0.00		\$2,000.00		\$0.00		\$0 00		\$2,000.00
Deep Cleaning/Pest Treatment					\$0.00		\$2,100.00		\$0.00		\$0.00		\$2,100.00
Indirect Costs					\$0.00		\$500.00		\$0.00		\$0.00		\$500 00
Phone/Internet/Cable/printer					\$0 00		\$1,320.00		\$0.00		\$0.00		\$1,320.00
Transportation (Vehicle)					\$0 00		\$2,750 00		\$0.00		\$0.00		\$2,750.00
Equipment Leasing					\$0.00		\$1,643.00		\$0 00		\$0 00		\$1,643.00
Professional Services					\$0.00		\$3,600.00		\$0 00		\$0 00		\$3,600.00
Liability Insurance					\$0 00		\$2,100 00		\$0.00		\$0.00		\$2,100 00
Total Operating Expense					\$151 67		\$28,420 00		\$262.71		\$25,000 00		\$53,834 38
Total Expense					\$151.67		\$182,000.00		\$262 71		\$84,715 00		\$267,129.38

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Dorothy Day House private donations.	\$84,715	No			
Totals	\$84,715			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/Certificates/Experience	TB/FP Rqd?	TB/FP Curr?
Executive Director	Roberta Montoya	General programmatic and fiscal oversight of organization; onsite presence and inspection; liaison with partnering agencies; facilitate DDH Board involvement.	\$24,024	40 years of experience working community social services with a emphasis on homelessness, AOD and family dynamics.	No	Choose
BCRC Coordinator	Jessicah Schoenfeldt	Maintain order and behavioral standards while welcoming guests to the Drop In Center. Assist with setup and cleanup and facilitate the shower and laundry program.	\$35,748	application on file with the City	No	Choose
BCRC Facilitator #1	Leonard Jenkins	Maintain order and behavioral standards while welcoming guests to the Drop In Center. Assist with setup and cleanup and facilitate the shower and laundry program.	\$31,504	application on file with the City	No	Choose

BCRC Facilitator #2	Carlos Santiago	Maintain order and behavioral standards while welcoming guests to the Drop In Center. Assist with setup and cleanup and facilitate the shower and laundry program.	\$16,366	application on file with the City	No	Choose
BCRC On Call Facilitator #1	To Come #2	Maintain order and behavioral standards while welcoming guests to the Drop In Center. Assist with setup and cleanup and facilitate the shower and laundry program.	\$12,683		No	Choose
Procurement Manager	Bob Whalen	General procurement of goods related to the functionality of DDH programs. Maintains oversight of the volunteer program component ensuring adequate supplies of goods and services are being met for all DDH programs.	\$16,130	application on file with the City	No	Choose
	Taxes and Benefits	Workers' Compensation, SSA/Medicare, CA ETT, CA SUI, Payroll Processing	\$17,125			
	Office/First Aid/PPE Supplies	Office, first aid and PPE supplies.	\$2,750			
	Supplies (Toilet paper, paper towels, hand soap, etc.)	Participant supplies (Shower, hygiene, laundry, etc.)	\$7,257			
	Cleaning Supplies	Cleaning supplies.	\$2,814			

Minor Repair & Maintenance	Replacement or repair for minor maintenance.	\$2,000	
Deep Cleaning/Pest Treatment	Pest control service.	\$2,100	
Indirect Costs	Post office box, business license, food handler certifications, association fees, etc.	\$500	
Phone/Internet/Cable/printer	Phone (2 lines), internet for office and participant use and cable for guest use	\$1,320	
Transportation (Vehicle)	Fuel, maintenance and all transportation related expenses.	\$2,750	
Equipment Leasing	BCRC portion of washer/drier lease. Expenses shared with DDHS.	\$1,643	
Professional Services	Bookkeeping and tax preparation.	\$3,600	
Liability Insurance	Liability insurance at levels required by COB.	\$2,100	

Total GF Carryover for Program: \$151.67 Total MEAS-P for Program: \$182,000.00 Total MEAS-P Carryover for Program: \$262.71

Total FY20 Budget (including all programs): \$839,933
Total FY21 Budget (including all programs): \$1,093,349
Total FY22 Budget (including all programs): \$1,025,301
Total FY22 Budget (including all programs): \$1,025,301
Total FY20-23 Contract Term NTE : \$3,983,884

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarterly 1/2s statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.

An official website of the United States government [Here's how you know](#)



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Jul 29, 2021



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Recognize and Avoid Phishing Emails [Show Details](#)
Aug 25, 2020



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Disaster Response Registry

Entity UEI (not registered)

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Keywords

"Dorothy Day House" ×

Classification ∨

Excluded Individual ∨

Excluded Entity ∧

Entity Name

Dorothy Day House ×

DUNS Unique Entity ID

e.g. 123456789 ∨

SAM Unique Entity ID

e.g. HTYR9YJHK65L ∨

CAGE / NCAGE

Federal Organizations ∨

Exclusion Type



Exclusion Program




Location



Dates



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland CA 94606		CONTACT NAME: Lynda Reynolds-Brown PHONE (A/C No, Ext): (510) 437-1900 E-MAIL ADDRESS: lbrown@cdginsurance.com FAX (A/C No): (510) 437-1979	
INSURED Dorothy Day House P.O. Box 12701 Berkeley CA 94712		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Insurance Alliance INSURER B: State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	35076

COVERAGES

CERTIFICATE NUMBER: CL2161014802

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		202109694	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		202109694	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			202109694UMBPO	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90606022021	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	SOCIAL SERVICE PROFESSIONAL IMPROPER SEXUAL CONDUCT			202109694	7/1/2021	7/1/2022	EA CLM \$1 000 000	\$2,000,000 AGG
							EA CLM \$1 000 000	\$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Horizon Shelter

CERTIFICATE HOLDER**CANCELLATION**

City of Berkeley Health, Housing and Community Service Department 2180 Milvia Street 2nd Floor Berkeley, CA 94704 Email: wywong@cityofberkeley.info	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE L Reynolds-Brown, LB
--	---

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ACORD 25 (2014/01)

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INS025 (201401)

COMMENTS/REMARKS

The City of Berkeley, its officers, agents, volunteers, and employees are Additional Insured under General Liability per the attached endorsement #CG2026 0413, and under Business Auto per attached endorsement #NIAC A1 03 91, provided it is required in a written contract between the Named Insured and the Additional Insured.

Waiver of Subrogation applies to Workers' Compensation per attached State Fund endorsement.

General Liability is Primary and Non-Contributory per endorsement form #NIAC-E61 0219.

30 Day Notice of Cancellation applies to General Liability per the attached endorsement #NIAC-E64 1012.

Umbrella policy automatically follows form in regards to the aforementioned General Liability Additional Insured and 30 Day Notice of Cancellation endorsements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

City of Berkeley, Health, Housing and Community Services Department

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): The City of Berkeley, its Officers, Agents, Volunteers, and Employees
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2021-09694-NPO

Schedule AI

NAME OF INSURED: Dorothy Day House

Page 1

ADDITIONAL INSURED /

LOSS PAYEE

Additional Insured - NIAC A1

The City of Berkeley, its officers, agents, volunteers, and employees

Health, Housing and Community Service Department

Berkeley, CA 94704

As respects vehicle(s): ALL

COUNTERSIGNED: 5/19/2021

BY

(AUTHORIZED REPRESENTATIVE)



A Head for Insurance. A Heart for Nonprofits

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9060602-.21
RENEWAL
NA
5-47-41-76
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 1, 2021 AT 12.01 A.M.
AND EXPIRING JULY 1, 2022 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

DOROTHY DAY HOUSE
PO BOX 12701
BERKELEY, CA 94712

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

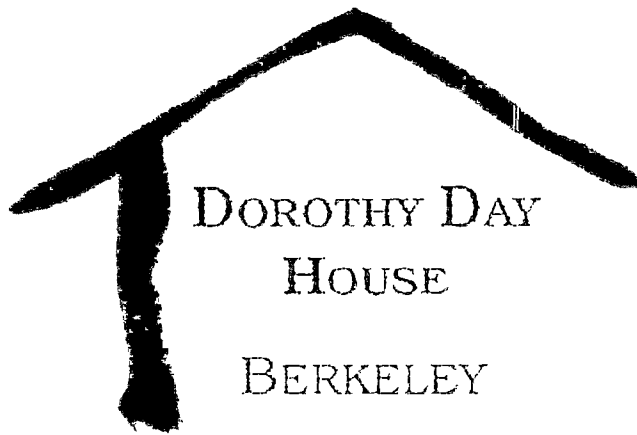
<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 1, 2021

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



July 2, 2021

Dorothy Day House's insurance carrier cannot provide 30-day notice of cancellation of the Dorothy Day House State Compensation Insurance Fund policy, i.e. Worker's Compensation

Therefore, in order to be in compliance with ARTICLE 12, RELEASE INDEMNIFICATION AND INSURANCE of its contract with the City of Berkeley, Dorothy Day House will provide written notice to the City of Berkeley thirty (30) days prior to canceling, terminating, or otherwise modifying the terms of its State Compensation Insurance Fund policy, i.e. Worker's Compensation

On behalf of Dorothy Day House,

A handwritten signature in cursive script, appearing to read "Roberta Montoya".

Roberta Montoya
Acting Executive Director

RECEIVED
DEC 17 2021
CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

"AMENDMENT"

Contract# 32100161	Vendor# 13183
---------------------------	----------------------

CONTRACTOR NAME: Dorothy Day House

Subject of Contract: Homeless Services – Horizon Shelter and Horizon Safe Parking

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
3 Original Contracts (Department, Vital Record and Vendor) in folders				
*The Vital Record contract MUST be in a folder. *Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY: Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution 69,808 N.S. and 70,075 N.S.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Berkeley Business License # BL-02428

Requisition # _____ (Hard copy attached) **Purchase Order #** 22201842

Budget Code -011-51-504-535-5002-000-444-636110- **Council Approved Amount \$** ~~4,109,522.00~~ 1,657,618.00

Was there any advance payment? No Yes **If Yes, Advanced Amount \$** 461,881.00

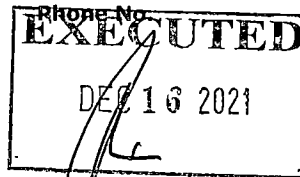
If Yes, Purchase Order #

Original contract amount	\$ <u>1,109,522.00</u>
Amount/s added by previous amendment/s (if applicable)	\$ _____
Amount added by this amendment	\$ <u>437,359.00</u>
Total/cumulative contract amount after amendment	\$ <u>1,546,881.00</u>
Contingency	\$ _____
TOTAL NOT TO EXCEED AMOUNT	\$ <u>1,546,881.00</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. **Project Manager (PRINT NAME/SIGN)** David Andujo-Walker Health, Housing & Comm Svrs.
Ann Song
2. **Department Administrative Officer/Accounting (PRINT NAME/SIGN)**
Lisa Warhuus
3. **Department Head (PRINT NAME/SIGN)**
Josh Roben
4. **Contract Administrator (PRINT NAME/SIGN)**
Ruma Murty
5. **Budget Manager (PRINT NAME/SIGN)**
PETER RADU - ASSISTANT TO THE CM - Peter T. A



- November 30, 2021
- Date 12/2/2021
- Date 12/13/21
- Date 12/9/2021
- Date 12/13/2021

Routing continues to the following persons, who sign directly on the contract:

6. **City Manager** (Will not sign unless all signatures and dates appear above)
7. **City Clerk:** Destruct _____ Review _____

* For current vendor forms, go to City of Berkeley website: <http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418> Rev 4/2021

**EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"**

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

Dorothy Day House
Contractor
P.O. Box 12701
Address
Berkeley, CA 94712
City/State/Zip

Amended Contract Number: <u>32100161</u>
--

Contract Amendment Authority

- Resolution #70,075 N.S. Original Resolution #69,808 N.S.
 Ordinance # _____ (if appropriate)
 City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: Adding Safe Parking RV program
 Change of Dollars: Original Amount: \$1,109,522.00 Amended Not to Exceed Amount: \$1,546,881.00

Change of Contract Term

Change as of This Amendment or Extension:

From: _____ To: _____

Change as of Prior Amendment (if any):

From: _____ To: _____

Original Term: From: _____ To: _____

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE <i>(City Clerk)</i>
Professional Liability	<input type="checkbox"/>	\$ _____	_____	_____
General Liability	<input checked="" type="checkbox"/>	\$3,000,000.00 _____	07/01/2022 _____	_____
Automobile	<input checked="" type="checkbox"/>	\$1,000,000.00 _____	07/01/2022 _____	_____
Workers Comp.	<input checked="" type="checkbox"/>	\$1,000,000.00 _____	07/01/2022 _____	_____
Bond	<input type="checkbox"/>	\$ _____	_____	_____

Roben, Josh

From: Murty, Rama
Sent: Friday, December 10, 2021 11:07 PM
To: Roben, Josh
Cc: Rosete, Michelle; Cole, Shamika S.; Dupaya, Maricar C.
Subject: RE: Dorothy Day House Contract #32100161 Amendment

Budget Final - Approved

Rama Murty, Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

From: Dupaya, Maricar C.
Sent: Friday, December 10, 2021 12:17 PM
To: Murty, Rama <RMurty@cityofberkeley.info>
Cc: Rosete, Michelle <mrosete@cityofberkeley.info>; Cole, Shamika S. <SSCole@cityofberkeley.info>
Subject: Dorothy Day House Contract #32100161 Amendment

Budget Initial – APPROVED

Authorizing Council Resolution: No. 70,075-N.S.
New contract NTE due to amendment: \$1,546,881
Amount of amendment: \$437,359
Contract #32100161 c/o released in ERMA on 12/03/2021

Funding in the amount of \$437,359 is available in the FY 2022 budget in account code 011-51-504-535-5002-000-444-636110-.

Maricar Dupaya, Senior Management Analyst
Office of Budget and Fiscal Management
City of Berkeley, City Manager's Office
510-981-7046
mdupaya@cityofberkeley.info

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on April 30, 2021 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Dorothy Day House ("Contractor"), a non-profit corporation under the laws of the State of California, doing business at P.O. Box 12701 Berkeley, Ca 94712.

WHEREAS, City and Contractor previously entered into Contract Number 32100161, dated April 30, 2021, in the amount of \$1,109,522, which was authorized by the Berkeley City Council by Resolution No. 69,808 - N.S.;

WHEREAS, on October 26, 2021, by Resolution No.70,075 -N.S. the Berkeley City Council authorized an additional \$437,359 for the new Safe RV Parking program resulting in a contract amendment not to exceed \$1,546,881 as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

1. Article 1 is amended to read as follows:

SCOPE OF SERVICES

Scope of services has been amended and is described in Exhibit A, which is attached to and made part of this Contract.

2. Article 2 is amended to read as follows:

TIME PERIOD OF CONTRACT

This Contract shall begin on April 30, 2021 and end on September 30, 2022. The City Manager of the City may extend the term of this contract by giving written notice.

3. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$1,546,881. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

4. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
 - i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

In all other respects, the Contract dated October 1, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By Paul Boudreau
for City Manager D. W. R.

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF BERKELEY 04/2021

Registered on behalf of the City Auditor by:

[Signature]
Finance Department

< Attest:

Michelle Muehl
~~Deputy City Clerk~~
ASST.

CONTRACTOR

Rebbi Montoya
Name (Printed)

By [Signature] Executive Director
Signature and Title

**EXHIBIT A
SCOPE OF SERVICES**

Agency Name: Dorothy Day House, Berkeley

Contract Period: Amended FY22 scope of a 17-month contract covering April 30, 2021 to September 30, 2022

Program Title: Horizon Transitional Village and Safe Parking RV Program

A. Agency-Wide Requirements

1. **Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
2. **Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
3. **Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Robbi Montoya
4. **Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
5. **Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs.

The Community Funding Program is incorporating and refining positive impact measures into our contract processes including reporting, contract monitoring activities and evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in Attachment C.
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: Horizon Transitional Village and Safe RV Parking Program
2. **Target Population:** Literally homeless adults without custody of minor children (defined as individuals who have no fixed, regular and adequate nighttime residence) and who are living in homeless encampments in Berkeley. "Encampments" shall be defined by the City of Berkeley.
3. **Project Description:**
 - a. Dorothy Day House, Berkeley, will operate the Horizon Transitional Village 24 hours per day, seven days a week with a maximum of 50 guests each night. It is a coed shelter located at 742 Grayson Street in Berkeley. DDH will provide residents 3 meals per day. Housing Case Management services will also be provided. DDH will perform intakes for all residents using HMIS and track length of stay and services provided. HTV shelter will provide: showers, laundry service access, lockers, clean clothing, PPE, hygiene. HTV shelter coordinators will prepare residents for housing stability readiness and through partner agencies, will provide: healthcare accessibility, education opportunities, workforce development, income benefits, AOD/addiction service and referrals, mental health

services, other social service workshops events and activities. HTV shelter staff will keep accurate and consistent monitoring of temp. and follow shelter requirements surrounding Covid-19 safety guidelines.

In addition Dorothy Day House will operate a 40 space RV safe parking program at 742 Grayson Avenue. DDH will provide 24/7 staff and will provide linkages to needed services. DDH will provide some food to guests through partnerships with other programs. DDH will receive referrals exclusively from the City's outreach team. DDH will provide maintenance, site security, and provide flex funds to make minor RV repairs and vehicle registration.

The estimated numbers in this scope is for both Horizon and the Safe RV Parking programs.

- b. Is this activity to prevent, prepare for, and respond to coronavirus? No
- c. Contractor shall deliver the service measures and outcomes contained in the table below:

Homeless - Emergency Shelter:

Emergency Shelter		Target
How Much?	Service Population: Unduplicated count of individuals served (HUD Element, APR Q5a)	2x the number of slots/year
	Service Population: Proportion of Individuals served who are chronically homeless(HUD Element, APR Q5a)	observe
	Service Population: Unduplicated count of households served(HUD Element, Annual Performance Report/APR Q8a)	2x the number of slots/year
	Service Population: Proportion of households served who are chronically homeless (HUD Element, APR Q26a)	observe
How Well?	Data Quality: Data entry within 3 days HUD Element, APR Q6e)	100%
	Data Quality: Completeness. Proportion of adult participants with income info. recorded in HUD Element at entry and annual/exit assessments (HUD Element, APR Q18)	75%
	Service Quality: Average length of participation (HUD Element, APR Q22b) Leavers	183 days
With What Impact?	Are participants retaining or increasing their income? Adult participants who retained or increased cash income from entry to annual/exit assessment. (HUD Element, APR Q 19a3)	75%
	Are participants accessing mainstream benefits? (HUD Element, APR Q20b)	80%
	Are participants accessing health insurance?(HUD Element, APR Q21)	90%
	Are we successfully moving people into permanent housing? (HUD Element, APR Q23a&b)	30%

Returns to Homelessness: What proportion of people exit to homelessness? (HUD Element, APR Q23a&b)	<25%
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Contract Outcomes Measurement Language

All Emergency Shelter projects shall record, within three days of the event:

- HMIS project enrollments for each client entering the program
- HMIS project exit with exit destination for each client exiting the program.
- HMIS annual assessments as necessary for clients enrolled one year or longer.

Contract Reporting Language:

- No later than 30 days after the end of each fiscal quarter, the agency shall upload a HUD APR report to City Data Services.
- No later than 30 days after the end of each fiscal quarter, the agency shall upload a Housing Census (Program Based) report to City Data Services, covering each day of the reporting period.
- By January 31st, the agency shall complete the Client Summary in City Data Services for period July 1 - December 31
- By July 31st, the agency shall complete the Client Summary in City Data Services for period January 1 - June 30

4. Number of Clients to be served:

Characteristics of Participants to be Served:	Number
a. Total number of clients to be served (Berkeley and non-Berkeley)	90
b. Total number of Berkeley clients to be served:	90
c. Total number of Berkeley clients with disabilities to be served:	
d. Total number of Berkeley homeless clients to be served:	54
e. Total number of Berkeley chronically homeless clients to be served:	54
f. Total number of Berkeley Female Heads of Household to be served:	40

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or

Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category: Homeless

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. The City Manager Office will develop and/or maintain partnerships with existing government and non-government agencies that work with this population. The City Manager's Office will retain the to make referrals into the program. All referrals must be made by, or signed off on by, the City Manager's Office.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:
Literally homeless adults without custody of minor children (defined as individuals who have no fixed, regular and adequate nighttime residence) and who are living in oversized vehicles in Berkeley.

d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Any guest, participant or employee who has a concern regarding program employees or operations will be offered a copy of the Dorothy Day House grievance policy. Employees, guests or participants are notified that they may file a grievance at the time they express their concerns. All grievances and supporting documents including DDH's written investigation reports and responses will be kept by DDH Administration for COB review, as requested

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

- Accept all referrals from the City Managers Office
- Attend meeting to provide explicit and timely rationale of denial of service to City Managers Office placements
- Work with the City Manager's Office staff to confirm all placement criteria for each program.
- Eliminate criteria not inherent to the fulfilling program intention
- Streamline enrollment process
- Add Agency HMIS Program Stamp to all accepted City Manager Office placements.

Residential Programs (Year-round Shelter, Transitional Housing)

- Update Clarity daily to show vacancies.
- Comply with Alameda Countywide Shelter Standards once adopted.
- Participate in available countywide and/or City initiated trainings to support implementation of Shelter Standards and/or best practices.

Permanent Supportive Housing/Shelter Plus Care

Not Applicable

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

- Participate in Quarterly Meeting: Executive Director and lead program manager(s) with program implementation authority.
- Participate in two meetings at least per month of staff at both the operations and policy level who are the nexus of CES, as invited:
 - One Case Conference, with attendance by direct services representatives including supervisors and line staff.
 - One Policy and Procedures Meeting, with attendance by agency representatives including program director level staff and supervisors.
- Participate in other key meetings, as necessary
- Participate in Countywide meetings to plan, assess, revise or improve coordinated entry system.

8. Other Requirements:

C. Annual and Quarterly Required Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Program Reports are due by:
 - October 31, 2021 for period ending September 30, 2021
 - January 31, 2022 for period ending December 31, 2021
 - April 30, 2022 for period ending March 31, 2022
 - July 31, 2022 for period ending June 30, 2022

3. Statements of Expense are due quarterly by:
 - October 31, for period ending September 30
 - January 31, for period ending December 31
 - April 30, for period ending March 31
 - August 31, for period ending June 30.

4. General Ledger and Statement of Revenues and Expenditures (for the Program) are due by:
 - August 31, for the period covering July 1 to June 30.

5. Equipment Inventory Tracking Sheet is due by:
 - August 31, for the period covering July 1 to June 30.

6. Others...(reports are required if the box next to the report is checked)
 - Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data. .

 - Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

 - Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

7. Other Requirements:

Attachments:

A: Income Documentation Instructions

B. Agency Intake Form

C: Client Satisfaction Survey Required Elements

EXHIBIT B
FY21-22 Annualized BUDGET

Agency: Dorothy Day House, Berkeley
Agency Revenue and Expense.

List Funds by Source	Fiscal Year 2022 7/1/21-6/30/22
REVENUES	
City of Berkeley	\$2,092,791
State /County Funds:	
Federal:	
Private/Foundations/Corporation Funds:	
Restricted and unrestricted grants.	\$50,000
Agency Generated Revenue:	
Individual Contributions	\$248,771
Interest Income	\$1,229
Events	\$0
TOTAL REVENUE	\$2,392,791
Dollar Value of COB In-Kind Contributions	\$19,000
Dollar Value of Non-COB In-Kind Contributions	\$121,769
Percent City of Berkeley (includes In-Kind)	83%
Percent Other Public	0%
Percent Private/Other	17%
EXPENDITURES	
Salaries and Benefits	\$964,024
Operating Expense	\$222,395
TOTAL EXPENDITURES	\$1,186,419
Fixed Asset Expenditures	\$0

EXHIBIT B
FY21-22 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Horizon Transitional Village and Safe Parking RV Program
 The Grant and Homeless funding sources support Safe Parking RV
 Measure P funding supports Horizon Transitional Village

Personnel Expense	Staff Name	Annualized		GRANT		MEAS-P		MEAS-P Carryover		HOMELESS		Leveraged Funding		Total Program Budget	
		Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Executive Director	Roberta Montoya	\$72,800	\$35.00	0%	\$0.00	33%	\$24,024.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	33%	\$24,024.00
Director of Programs	To Come #1	\$62,800	\$30.19	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	33%	\$20,933.00	33%	\$20,933.00
Procurement Manager	Bob Whalen	\$48,880	\$23.50	0%	\$0.00	33%	\$16,130.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	33%	\$16,130.00
Finance Manager	John Gaona	\$48,880	\$23.50	0%	\$0.00	50%	\$24,440.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$24,440.00
Kitchen Manager	Patnck Nelley	\$48,880	\$23.50	0%	\$0.00	50%	\$24,440.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$24,440.00
Horizon Case Manager/Coordinator #1	Roshone Atkins	\$60,320	\$29.00	0%	\$0.00	100%	\$60,320.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$60,320.00
Horizon Case Manager/Coordinator #2	Angelina Roman	\$60,320	\$29.00	0%	\$0.00	100%	\$60,320.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$60,320.00
Horizon Advocate #1	Darnell Carter	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #2	Daniel Garcia	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #3	Enca Jones	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #4	Lanita Roberson	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #5	Teahana Roman	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #6	Decole Snowball	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
Horizon Advocate #7	Ferdinand Swedi	\$40,914	\$19.67	0%	\$0.00	50%	\$20,457.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$20,457.00
Horizon Cook #1	Elnadji Thior	\$40,914	\$19.67	0%	\$0.00	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
On Call Horizon Cook #1	Andrea Carroll	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
Horizon Kitchen Assistant	James Douglass	\$40,914	\$19.67	0%	\$0.00	60%	\$24,548.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	60%	\$24,548.00
DDHS Monitor/Horizon Cook	Jonas Fierro	\$40,914	\$19.67	0%	\$0.00	60%	\$24,548.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	60%	\$24,548.00
RV Monitor #1	Anthony Becerra	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #2	Steven Henderson	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #3	Eleni Hobbs-Mantelvanos	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #4	Ashlee Smith	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #5	Rayvon Smith	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #6	Rayon Tale	\$40,914	\$19.67	100%	\$40,914.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$40,914.00
RV Monitor #7	To Come #5	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$20,457.00	0%	\$0.00	0%	\$0.00
RV Monitor #8	To Come #6	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	50%	\$20,457.00	0%	\$0.00	0%	\$0.00
RV Monitor #9	To Come #7	\$40,914	\$19.67	0%	\$0.00	0%	\$0.00	0%	\$0.00	40%	\$16,366.00	0%	\$0.00	0%	\$0.00
Subtotal Salaries		\$1,221,160.00		6.00	\$245,484.00	12.36	\$565,625.00	0.00	\$0.00	1.40	\$57,280.00	0.33	\$20,933.00	13.66	\$889,322.00
Taxes and Benefits					\$39,981.00		\$81,067.00		\$0.00		\$10,774.00		\$0.00		\$131,822.00
Total Personnel Exp					\$285,465.00		\$646,692.00		\$0.00		\$68,054.00		\$20,933.00		\$1,021,144.00
Operating Expense															
Meal Supplies					\$0.00		\$25,732.00		\$0.00		\$0.00		\$0.00		\$25,732.00
Meals					\$0.00		\$69,208.00		\$0.00		\$0.00		\$3,921.66		\$73,129.66
Office/First Aid Supplies					\$1,894.00		\$3,000.00		\$0.00		\$0.00		\$0.00		\$4,894.00
Program Supplies					\$0.00		\$8,000.00		\$0.00		\$0.00		\$0.00		\$8,000.00
Cleaning Supplies					\$0.00		\$6,100.00		\$0.00		\$4,000.00		\$0.00		\$10,100.00
Repair and Maintenance - Minor and Major					\$0.00		\$20,000.00		\$10,924.34		\$0.00		\$0.00		\$30,924.34
Equipment Leasing					\$0.00		\$1,756.00		\$0.00		\$1,000.00		\$0.00		\$2,756.00
Indirect Costs					\$0.00		\$3,000.00		\$0.00		\$0.00		\$0.00		\$3,000.00
Phone/Internet/Cable					\$0.00		\$4,000.00		\$0.00		\$1,200.00		\$0.00		\$5,200.00
Transportation					\$0.00		\$3,720.00		\$0.00		\$0.00		\$0.00		\$3,720.00
Insurance					\$0.00		\$4,800.00		\$0.00		\$1,000.00		\$0.00		\$5,800.00
Housekeeping					\$0.00		\$30,000.00		\$0.00		\$0.00		\$0.00		\$30,000.00
Pest Control					\$0.00		\$20,150.00		\$0.00		\$0.00		\$0.00		\$20,150.00
Professional Services					\$0.00		\$6,000.00		\$0.00		\$2,400.00		\$0.00		\$8,400.00
Road Ready Assistance					\$0.00		\$0.00		\$0.00		\$60,000.00		\$0.00		\$60,000.00
Start Up Expenses					\$0.00		\$0.00		\$0.00		\$12,346.00		\$0.00		\$12,346.00
Total Operating Expense					\$1,894.00		\$205,466.00		\$10,924.34		\$81,946.00		\$3,921.66		\$304,152.00
Total Expense					\$287,359.00		\$852,158.00		\$10,924.34		\$150,000.00		\$24,854.66		\$1,325,296.00

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Dorothy Day House private donations and grants.	\$24.855	No			Meals served and additional staff.
Totals	\$24.855			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2022	Degrees/Certificates/Experience	TB/FP Rqd?	TB/FP Curr?
Executive Director	Roberta Montoya	General programmatic and fiscal oversight of organization, onsite presence and inspection of program adherence to contract obligations. Primary liaison with partner agency development and facilitates DDH Board of Director involvement. Serves as primary contact for interaction between DDH and all partner agencies and City of Berkeley contract managers. Direct liaison with COB as it pertains to contracted programs. Assesses and manages program risks. Implements DDH initiatives and strategy.	\$24.024		No	N/A
Procurement Manager	Bob Whalen	General procurement of goods related to the functionality of DDH programs. Maintains oversight of the volunteer program component ensuring adequate supplies of goods and services are being met for all DDH programs.	\$16.130		No	N/A
Finance Manager	John Gaona	DDHS: Maintains accurate CDS reporting, tracks budgets and manages payroll. Maintains all confidential staff records. Provides coordination for all guest services, including intake process and keeping updated records regarding any pertinent guest information and ensuring HIPAA compliance standards. BESS:	\$24.440		No	N/A

		Facilitates intakes and maintains order and behavioral standards for the safety of guests.				
Kitchen Manager	Patrick Neilley	Plan for and purchase food and food supplies. Ensure food inventory meets adequate levels of nutrition and sustenance. Maintains a positive and effective working relationship with the COB Public Health Department. Preside over food service employees, including cooks, food preparers, food transporters, volunteers, and others involved in food processes. Coordinates the schedule for work for employees and volunteers.	\$24,440		No	N/A
Horizon Case Manager/Coordinator #1	Roshone Atkins	Responsible for the care and well-being of 50 participants, with a caseload of 25 participants with the goal of permanent housing stability. Oversees the daily operation and implementation of the Horizon Transitional Village. Supervises daily duties and responsibilities of staff. Ensure all participants have Case Plans and Advocates are working closely with participants to meet their individual goals. Conducts weekly staff case conferences for whole person care. Works closely with the Director of Programs to maintain compliance of all programs policy and procedures are met. Additional measures of success include but are not limited to: health benefit enrollment, mental health assessment, addiction services, employment opportunities, continued education and income enhancement. Coordinators will be responsible for accurate and detailed reporting in HMIS and keeping accurate and detailed demographic and service metrics.	\$60,320		No	N/A

Horizon Case Manager/Coordinator #2	Angelina Roman	Responsible for the care and well-being of 50 participants, with a caseload of 25 participants with the goal of permanent housing stability. Oversees the daily operation and implementation of the Horizon Transitional Village. Supervises daily duties and responsibilities of staff. Ensure all participants have Case Plans and Advocates are working closely with participants to meet their individual goals. Conducts weekly staff case conferences for whole person care. Works closely with the Director of Programs to maintain compliance of all programs policy and procedures are met. Additional measures of success include but are not limited to: health benefit enrollment, mental health assessment, addiction services, employment opportunities, continued education and income enhancement. Coordinators will be responsible for accurate and detailed reporting in HMIS and keeping accurate and detailed demographic and service metrics.	\$60,320		No	N/A
Horizon Advocate #1	Darnell Carter	Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental	\$40,914		No	N/A

		<p>health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors. City of Berkeley officials and visitors.</p>				
Horizon Advocate #2	Daniel Garcia	<p>Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding</p>	\$40,914		No	N/A

		<p>referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors, City of Berkeley officials and visitors.</p>				
Horizon Advocate #3	Erica Jones	<p>Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified</p>	\$40,914		No	N/A

		<p>by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors. City of Berkeley officials and visitors.</p>				
Horizon Advocate #4	Lanita Roberson	<p>Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule</p>	S40.914	No	N/A	

		<p>w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors. City of Berkeley officials and visitors.</p>				
Horizon Advocate #5	Teahana Roman	<p>Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works</p>	\$40,914		No	N/A

		<p>collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors, City of Berkeley officials and visitors.</p>				
Horizon Advocate #6	Decole Snowball	<p>Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. •</p>	\$40,914		No	N/A

		Participate in outreach, education, and advocacy efforts by participating in all required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors. City of Berkeley officials and visitors.				
Horizon Advocate #7	Ferdinand Swedi	Provide strong program leadership for creating and implementing services that are trauma-informed and use harm reduction as a core philosophy, while using positive reinforcement development framework for program participants • Provide leadership, guidance, and direct services to participants with professional excellence that aligns with the Dorothy Day House mission and vision. • Help manage daily needs of the Camp which includes day services of showers, laundry, locker program, clothing closet and meals. • Facilitates linkage to DMV, employment services, physical and mental health partners. • Works collaboratively with local community partners regarding referrals and on-site visits. • Facilitate scheduled program groups and activities identified by the program management team. • Provide consistent meeting schedule w/participants in creating and implementing case plan and program goals. Works collaboratively with the team to provide resolution and support participant needs. • Participate in outreach, education, and advocacy efforts by participating in all	\$20,457		No	N/A

		required trainings and partnership development for the purpose of generating resource and program awareness. • Have a clear understanding of confidentiality and the value of building and maintaining trust with our participants. • Able to articulate the Dorothy Day House mission and program outline to potential donors. City of Berkeley officials and visitors.				
Horizon Cook #1	Elhadji Thior	Direct the cleaning of the dining area and kitchen including the utensils. • Ensure safety standards are maintained while food is being cooked. • Manage the flow of food into the facility. maintaining proper inventory levels, pull dates, and rotating food supplies based upon expiration dates, to optimize usage. • Ensures the effective and healthy usage of food supplies. • Manage turnover from one meal service to the next.	\$40,914		No	N/A
Horizon Kitchen Assistant	James Douglass	Support cooking staff and ensure that all dishes are cleaned in accordance with established protocols.	\$24,548		No	N/A
DDHS Monitor Horizon Cook	Jonas Fierro	Direct the cleaning of the dining area and kitchen including the utensils. • Ensure safety standards are maintained while food is being cooked. • Manage the flow of food into the facility. maintaining proper inventory levels, pull dates, and rotating food supplies based upon expiration dates, to optimize usage. • Ensures the effective and healthy usage of food supplies. • Manage turnover from one meal service to the next.	\$24,548		No	N/A
RV Monitor #1	Anthony Becerra	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and	\$40,914		No	N/A

		procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.				
RV Monitor #2	Steven Henderson	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$40.914		No	N/A
RV Monitor #3	Eleni Hobbs-Mantalvanos	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$40.914		No	N/A
RV Monitor #4	Ashlee Smith	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$40.914		No	N/A
RV Monitor #5	Rayvon Smith	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$40.914		No	N/A
RV Monitor #6	Rayon Tate	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$40.914		No	N/A
RV Monitor #7	To Come #5	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage	\$20.457		No	N/A

		and referral information. Manage conflict using de-escalation techniques.				
RV Monitor #8	To Come #6	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$20,457		No	N/A
RV Monitor #9	To Come #7	Patrol premises to ensure the safety of guests. Intake of all guests and inventory of their possessions. Enforce participant policies and procedures. Provide linkage and referral information. Manage conflict using de-escalation techniques.	\$16,366		No	N/A
	Taxes and Benefits	Workers' Compensation, SSA/Medicare, CA ETT, CA SUI, Payroll Processing	\$131,822			
	Meal Supplies	Cups, bowls, plates, utensils, paper products, etc.	\$25,732			
	Meals	All meal and food purchases.	\$69,208			
	Office/First Aid Supplies	Printer paper, ink, general office supplies, first aid supplies	\$4,894			
	Program Supplies	Laundry detergent, toilet paper, paper towels, body wash, deodorant, toothbrushes, toothpaste and other hygiene related supplies	\$8,000			
	Cleaning Supplies	Floor cleaner, disinfectant, toilet bowl cleaner, garbage bags, surface cleaner, etc.	\$10,100			
	Repair and Maintenance - Minor and Major	All repair and maintenance for facility.	\$30,924			
	Equipment Leasing	Leasing of washers and dryers.	\$2,756			

Indirect Costs	Post office box. stamps. business license. food handler association fees. etc.	\$3,000	
Phone/Internet/Cable	Telephone. internet and cable.	\$5,200	
Transportation	Fuel and maintenance on vehicle used daily.	\$3,720	
Housekeeping	Third party cleaning and sanitizing of facility twice daily.	\$30,000	
Pest Control	Third party deep cleaning/pest treatment.	\$20,150	
Professional Services	Bookkeeping and tax preparation.	\$8,400	
Road Ready Assistance	Participant assistance with minor repairs. vehicle registration.	\$60,000	
Start Up Expenses	One time expenses related to start of new program.	\$12,346	

Total FY Budget (including all programs):
Total contract budget amount NTE \$1,546,881.

Total FY21 Budget (Horizon Village): \$61,642.00
Total FY22-FY23 Budget (Horizon Village and Safe Parking RV programs): \$1,485,039.00
Total FY20-23 Contract Term (April 30, 2021–September 30, 2022) NTE: \$1,546,881.00

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarterly statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cook, Disharoon & Greathouse, Inc. 1942 Embarcadero Oakland CA 94606		CONTACT NAME: Lynda Reynolds-Brown PHONE (A/C, No, Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979 E-MAIL ADDRESS: lbrown@cdginsurance.com	
INSURED Dorothy Day House P.O. Box 12701 Berkeley CA 94712		INSURER(S) AFFORDING COVERAGE INSURER A Nonprofits Insurance Alliance INSURER B State Compensation Ins. Fund INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35076

COVERAGES CERTIFICATE NUMBER: CL2161014802 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		202109694	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		202109694	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$			202109694UMBPO	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90606022021	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	SOCIAL SERVICE PROFESSIONAL IMPROPER SEXUAL CONDUCT			202109694	7/1/2021	7/1/2022	EA CLM \$1 000 000 \$2,000,000 AGG EA CLM \$1 000 000 \$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Safe RV Parking Program - 742 Grayson Street Berkeley, CA 94710

CERTIFICATE HOLDER**CANCELLATION**

City of Berkeley Health, Housing and Community Service Department 2180 Milvia Street 2nd Floor Berkeley, CA 94704 wywong@cityofberkeley.info	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE L Reynolds-Brown, LE <i>Lynda Reynolds-Brown</i>
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COMMENTS/REMARKS

The City of Berkeley, its officers, agents, volunteers, and employees are Additional Insured under General Liability per the attached endorsement #CG2026 0413, and under Business Auto per attached endorsement #NIAC A1 03 91, provided it is required in a written contract between the Named Insured and the Additional Insured.

Waiver of Subrogation applies to Workers' Compensation per attached State Fund endorsement.

General Liability is Primary and Non-Contributory per endorsement form #NIAC-E61 0219. 30 Day Notice of Cancellation applies to General Liability per the attached endorsement #NIAC-E64 1012.

Umbrella policy automatically follows form in regards to the aforementioned General Liability Additional Insured and 30 Day Notice of Cancellation endorsements.



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

City of Berkeley, Health, Housing and Community Services Department

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The City of Berkeley, its Officers, Agents, Volunteers, and Employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



NONPROFITS
INSURANCE
ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE
OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

**BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION**

POLICY NUMBER: 2020-09694-NPO

Schedule AI

NAME OF INSURED: Dorothy Day House

Page 1

ADDITIONAL INSUREDS /

LOSS PAYEE

Additional Insured - NIAC A1

The City of Berkeley, its officers, agents, volunteers, and employees

Health, Housing and Community Service Department
Berkeley, CA 94704

As respects vehicle(s): ALL

COUNTERSIGNED 6/2/2020

BY

Samuel C. A.

(AUTHORIZED REPRESENTATIVE)

NIAC - SCHEDULE AI - NPO



A Head for Insurance. A Heart for Nonprofits

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement.

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or



(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph **b.** below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE.**
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

9060602-20
RENEWAL
NA
5-47-41-76
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 1, 2020 AT 12.01 A.M.
AND EXPIRING JULY 1, 2021 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

DOROTHY DAY HOUSE
PO BOX 12701
BERKELEY, CA 94712

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

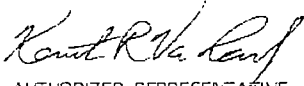
SCHEDULE

PERSON OR ORGANIZATION JOB DESCRIPTION

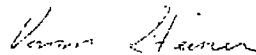
ANY PERSON OR ORGANIZATION BLANKET WAIVER OF
FOR WHOM THE NAMED INSURED SUBROGATION
HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS
WAIVER

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 1, 2020



AUTHORIZED REPRESENTATIVE



PRESIDENT AND CEO

RESOLUTION NO. 69,808-N.S.

CREATING THE SHELTER PROJECT AT 742 GRAYSON AND AUTHORIZING A CONTRACT WITH DOROTHY DAY HOUSE TO OPERATE THE SHELTER FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,109,522 FOR THE PERIOD MAY 16, 2021 TO SEPTEMBER 30, 2022.

WHEREAS, On January 21, 2020 City Council directed the City Manager to establish an outdoor emergency shelter as a short-term solution to address the immediate needs of people living outdoors and exposed to the elements, transportation-related risks, among other dangerous conditions; and

WHEREAS, the City Manager's Office is finalizing a lease, pending City Council approval, for the use of a large warehouse and outdoor space as a temporary indoor-outdoor shelter for individuals living in tents and RVs; and

WHEREAS, the City requires the services of an organization with expertise in serving the homeless community to provide meals, security, building maintenance, and social services on site, 24-hours per day, seven days per week; and

WHEREAS, Dorothy Day House has experience with and is known to the individuals who might take advantage of this shelter service; and

WHEREAS, Dorothy Day House has existing contracts with the City and has provided high-quality shelter services in Berkeley since 2016; and

WHEREAS, Dorothy Day House has the expertise, capacity, and interest, to rapidly expand their operations to provide urgently needed shelter to a population most vulnerable to both the housing crisis and the COVID-19 pandemic; and

WHEREAS, to undertake a project of this scope, Dorothy Day House will incur significant upfront costs for which funding will be needed prior to the operation of the shelter.

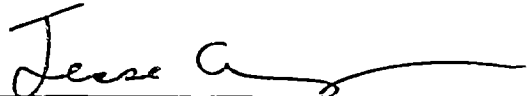
NOW THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City Manager to enter into a contract and any necessary amendments for the period of May 16, 2021 through September 30, 2022 with Dorothy Day House. The contract amount will not exceed \$1,109,522, with a payment of \$61,842 to be advanced prior to the opening of the shelter to facilitate payment of upfront costs. Contract payments will be paid from general fund Measure P funding.

The foregoing Resolution was adopted by the Berkeley City Council on April 27, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest: 

Mark Numairville, City Clerk

RESOLUTION NO. 70,075-N.S.

CONTRACT NO. 32100161 AMENDMENT WITH DOROTHY DAY HOUSE FOR
SERVICES AT 742 GRAYSON STREET

WHEREAS, the severe housing and shelter shortage in the Bay Area has led thousands of households to find shelter in Recreational Vehicles (RVs); and

WHEREAS, city streets were not designed to accommodate permanent vehicular residency, creating a number of impacts including trash and wastewater discharge; accumulation of possessions that obstruct sidewalks and the vehicular right-of-way; and the elimination of parking spaces; and

WHEREAS, the City Council authorized contract number 32100161 with Dorothy Day House on April 27, 2021, creating the Horizon Transitional Village Program at 742 Grayson Street; and

WHEREAS, the City Council has entered into a lease for the property at 742 Grayson Street, which includes a large outdoor lot that can accommodate up to 40 RVs; and

WHEREAS, providing safe, off-street places for RV residents to park their vehicles and have access to sanitary facilities is an emerging best practice, providing dignity to the RV residents and minimizing impacts on city streets; and

WHEREAS, the City Manager has received a \$150,000 donation to the Berkeley Homeless Fund, to be used to offset the operating expenses associated with this safe, off-street RV parking program; and

WHEREAS, the remainder of the funding for this contract amendment will come from General Fund – Measure P Fund (totaling \$398,096) and will be included in FY 2022 First Amendment to the Annual Appropriations in November.

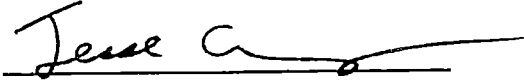
NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Berkeley authorizes the City manager or her designee to amend Contract No. 32100161 to create a safe parking program for RVs at 742 Grayson Street, adding \$548,096 for a new total not to exceed amount of \$1,657,618, and extending the contract through September 30, 2022.

The foregoing Resolution was adopted by the Berkeley City Council on October 26, 2021 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.


Jesse Arreguin, Mayor

Attest: 
Mark Numaihville, City Clerk

RECEIVED
DEC 17 2021
CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE N -CONSTRUCTION CONTRA REVIEW FORM

"AMENDMENT" (CCO 3)

Contract# 31900031 Vendor# 30588

CONTRACTOR NAME: Downtown Streets Team, Inc Berkeley Business License #: BL-010053

Subject of Contract: Supplemental Hand Sweep and Bagging for Leaf, Litter & Debris Removal from City Sidewalks and gutters

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
2 Original Contracts (Vital Record and Vendor) in folder				
*The Vital Record contract MUST be in a folder. Vendor copy may be assembled with an Acco-fastener. * DocuSign Agreements only require 1 Original (Vital Record) copy.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY : Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution # <u>70,394-N.S.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

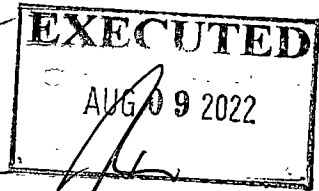
Requisition # N/A (Hard copy attached) Budget Code 011-54-625-714-000-000-471-612950 Amt. 100,000
 Council Approved Amount \$ 400,000 Amt. 100,000
 Purchase Order # N/A 601-54-625-714-000-000-472-612990 Amt. 300,000

Was there any advance payment? No Yes If Yes, Advanced Amount \$ _____

Original contract amount \$ 645,304
 Amount/s added by previous amendment/s (if applicable) \$ 630,000
 Amount added by this amendment \$ 400,000
 Total/cumulative contract amount after amendment \$ 1,675,304
 Contingency \$ _____
TOTAL NOT TO EXCEED AMOUNT \$ 1,675,304

Routing and signatures: All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures:

1. Joy Brown Public Works Operations Division 510-981-6629 July 18, 2022
 Project Manager (PRINT NAME/SIGN) Department Phone No. Date
 2. [Signature] Department Administrative Officer/Accounting (PRINT NAME/SIGN) Date 7/26/22
 3. Liam Garland Department Head (PRINT NAME/SIGN) Date 7/28/22
 4. Josh Roben Contract Administrator (PRINT NAME/SIGN) Date 8/2/2022
 5. SHARON FRIEDRITSEN Budget Manager (PRINT NAME/SIGN) APPROVED VIA EMAIL Date 8/5/2022



Routing continues to the following persons, who sign directly on the contract: (Will not sign unless all signatures and dates appear above).
 6. City Manager

EXPENDITURE ON-CONSTRUCTION CONTRACT REVIEW FORM
"AMENDMENT"

City of Berkeley Contract Amendment Data Transmittal
(To be completed by Project Manager)

7. **City Clerk:** Destruct _____ Review _____

"AMENDMENT"

City of Berkeley Contract Amendment Data Transmittal
 (To be completed by Project Manager)

Downtown Streets Team, Inc
 Contractor
1671 The Alameda #306
 Address
San Jose CA 95126
 City/State/Zip

<p>Amended Contract Number:</p> <p>_____</p>

Contract Amendment Authority

- Resolution # 70,394-N.S. Original Resolution # 68,497-N.S.
- Ordinance # _____ (if appropriate)
- City Manager Authorization _____

Description of Amendment/s

- Change of Services/Scope: _____
- Change of Dollars: Original Amount: 645,304 Amended Not to Exceed Amount: 1675,304
- Change of Contract Term**
 Change as of This Amendment or Extension:
 From: June 30, 2022 To: December 31, 2023
 Change as of Prior Amendment (if any):
 From: _____ To: _____
 Original Term: From: August 1, 2018 To: June 30, 2020

Evidence of Insurance for Contract Amendment

Insurance	Waiver	Amount	Expiration Date	TICKLER DATE (City Clerk)
Professional Liability	<input type="checkbox"/>	\$ _____	_____	_____
General Liability	<input checked="" type="checkbox"/>	<u>\$2mil + \$5mil UMB</u>	<u>11/1/2022</u>	
Automobile	<input checked="" type="checkbox"/>	<u>\$1mil</u>	<u>11/1/2022</u>	
Workers Comp.	<input checked="" type="checkbox"/>	<u>\$1mil</u>	<u>10/01/2022</u>	
Bond	<input type="checkbox"/>	\$ _____	_____	_____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Friday, August 5, 2022 9:13 AM
To: Roben, Josh; Rosete, Michelle; Murty, Rama; Dupaya, Maricar C.
Subject: Fwd: Contract No. 31900031 Amendment: Downtown Streets Team. Inc.

Josh,
Budget Final Approved
Sharon
Sent from my iPhone

Begin forwarded message:

From: "Rosete, Michelle" <mrosete@cityofberkeley.info>
Date: August 5, 2022 at 8:51:46 AM PDT
To: "Friedrichsen, Sharon" <SFriedrichsen@cityofberkeley.info>
Cc: "Murty, Rama" <RMurty@cityofberkeley.info>, "Dupaya, Maricar C." <MDupaya@cityofberkeley.info>
Subject: Contract No. 31900031 Amendment: Downtown Streets Team. Inc.

Budget Initial – APPROVED

Notes;

Authorizing Council Res# 70,394 -contract amendment for expanded services; hand sweep and bagging for leaf, litter, and debris removal from City sidewalks and related services.
Contract Amount: increase by \$400,000 for a new NTE amount of \$1,675,304
Contract Term: 12/14/2018 to 12/31/2023
Contract Change Order submitted on 08/02/2022
Funding is available in account codes: 011-54-625-714-0000-000-431-612990- Project Code PWSUCC2201 (\$100,000).
601-54-625-714-0000-000-472-612990- (\$300,000)

Michelle M. Rosete
Associate Management Analyst
City Manager's Office
Budget and Fiscal Management Division
Tel. (510) 981-7042
E-mail: mrosete@cityofberkeley.info

Work Schedule:

Remote: Mondays, Wednesdays, & Fridays
In-Office: Tuesdays & Thursdays

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on May 31, 2022 between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Downtown Streets Team, Inc. ("Contractor") a company, doing business at 1671 The Alameda, Suite 306, San Jose, CA 95126.

WHEREAS, City and Contractor previously entered into Contract Number 31900031, dated December 14, 2018, which Contract was authorized by the Berkeley City Council by Resolution NO. 68,497 – N.S.; and,

WHEREAS, on June 6, 2020, by the City Manager approved an extension of the term of the contract from June 30, 2020 to June 30, 2021; and,

WHEREAS, on June 16, 2020, by Resolution No. 69,445 - N.S., the Berkeley City Council authorized amendment of said Contract; and,

WHEREAS, on April 27, 2021, by Resolution No. 69,820 - N.S., the Berkeley City Council authorized amendment of said Contract; and,

WHEREAS, on November 16, 2021, by Resolution No. 70,109 - N.S., the Berkeley City Council authorized amendment of said Contract; and,

WHEREAS, on May 31, 2022, by Resolution No. 70,394 - N.S., the Berkeley City Council authorized amendment of said Contract as set forth below.

THEREFORE, City and Contractor mutually agree to amend said Contract as follows:

1. Section 2 is amended to read as follows:

PAYMENT

For services referred to in Section 1, City will pay Contractor a total amount not to exceed \$ 1,675,304. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract.

2. Section 3.a. is amended to read as follows:

TERM

This Contract shall begin on December 14, 2018 and end on December 31, 2023.

The City Manager of the City may extend the term of this Contract by giving written notice.

3. Further, this Contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

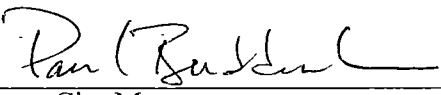
- a. "Data Broker" means either of the following:
- i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
- i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

In all other respects, the Contract dated December 14, 2018 shall remain in full force and effect.


IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY


By 
City Manager

THIS CONTRACT HAS BEEN
APPROVED AS TO FORM BY
THE CITY ATTORNEY FOR
THE CITY OF BERKELEY
02/2022

Registered on behalf of the City Auditor by:


Finance Department

Attest:


Deputy City Clerk
ASST.

CONTRACTOR

Kippen L. Richardson
Name (Printed)

By KL - CEO
Signature and Title

EXHIBIT A

SCOPE OF SERVICES

The Contractor is expected to work cooperatively with local community agencies to ensure that local, low-income, (0%-30% Area Median Income ("AMI")) and homeless residents have access to and are trained for jobs created by this contract.

I. CLEAN CITY SERVICES:

The Contractor is to complete all services as listed for the Hours of Operation listed in Sections II, in the designated Commercial District work locations listed in Section III. On a regular basis, Department of Public Works staff will visually inspect Commercial Districts assigned to Contractor, for compliance.

A. **Leaf and Litter Removal** - Contractor shall perform hand sweeping of street gutters and sidewalks; and collection and bagging of leaves and debris from sidewalks and street gutters. With the exception of designated debris bags, Contractor is responsible for providing labor and equipment for satisfactory performance of all hand sweeping and debris collection tasks. Department of Public Works staff shall provide debris bags, and shall remove the filled bags of debris.

B. **Graffiti Abatement** - Without damaging City property, Contractor shall mitigate and remove graffiti using City approved graffiti removal compounds and/or by painting over graffiti, on City assets including but not limited to: Utility poles, Traffic controller boxes, Refuse receptacles, City owned street furniture, and walls of City owned buildings. Contractor is responsible for providing labor and equipment for the satisfactory performance of all graffiti abatement tasks. The City will provide a listing of relevant City owned assets and supply necessary paint such as Berkeley Brown.

C. **Poster and Paper Advertisement Removal** - Without damaging City property, Contractor shall use manual and City approved chemical means to remove materials affixed by adhesives to City assets including but not limited to: Utility poles, Traffic controller boxes, Refuse receptacles, City owned street furniture, and walls of City owned buildings. Contractor is responsible for providing labor and equipment for the satisfactory performance of all poster and paper advertisement removal tasks. The City will provide a listing of relevant City owned assets.

II. HOURS of OPERATION:

With the exception of City of Berkeley holidays (listed here <https://berkeleyca.gov/your-government/city-holidays>), DST observed holidays and inclement weather as determined by Project Manager, Contractor shall provide all regular services daily, within the hours of 8:00 AM and 5:00 PM, including weekends as needed, or as directed by an authorized City representative.

A. Hourly Work Allotment per Week by Commercial Area Work Location

1. Downtown Berkeley - 50 hours FTE
2. Telegraph District - 20 hours FTE.
3. South Berkeley - 20 hours FTE
4. West Berkeley - 50 hours FTE
5. Solano - 20 hours FTE
6. North Shattuck - 20 hours FTE
7. Elmwood District - 20 hours FTE

III. WORK LOCATIONS

1. **Downtown Berkeley:**

- University Avenue between Martin Luther King Jr. Way and Oxford Street
From October 15 through February 15, every calendar year; to include the blocks on University Avenue between Martin Luther King Jr. Way and Grant Street
- Shattuck Avenue from Hearst Avenue to Derby Street
- Addison from Martin Luther King Jr. Way to Oxford
- Center Street from Martin Luther King Jr. Way to Oxford Street
- Allston Way from Martin Luther King Jr. Way to Oxford Street
- Kittredge Street from Milvia Street to Oxford Street
- Milvia Street from University Avenue to Allston Way

2. **Telegraph District:**

- Telegraph Avenue from Parker Street to Bancroft Way
- Durant Avenue from Sather Gate Alley to Bowditch Street
- Bancroft Way from Sather Gate Alley to Bowditch Street

3. **South Berkeley:**

- Sacramento Street and Ashby Avenue - Intersection
- San Pablo Avenue and Ashby Avenue - Intersection
- Sacramento Street and Alcatraz Avenue - Intersection
- Adeline Street from Russell Street to 63rd Street
- Shattuck Avenue from Stuart Street to Ashby Avenue
- Alcatraz Avenue from King Street to Dover Street

4. **West Berkeley:**

- University Avenue between Curtis Street and the Amtrak Station at 3rd Street
From October 15 through February 15 every calendar year, to include the blocks on University Avenue between Curtis Street and Grant Street
- 4th Street and University Avenue - Intersection
- San Pablo Avenue and Gilman Street - Intersection
- San Pablo Avenue and Cedar Street - Intersection
- San Pablo Avenue from Virginia Street to Carleton Street

5. **Solano Area:**

- Solano Avenue between The Alameda and Tacoma Avenue

6. **North Shattuck:**

- Shattuck Avenue between Rose Street and Hearst Avenue

7. **Elmwood District:**

- College Avenue from Russell Street to Webster Street
- Ashby Avenue from College Avenue to Benvenue Avenue

IV: SUPPORTIVE SERVICES: Low-Barrier Volunteer Work Experience Program for unhoused persons

Grantee will operate a low-barrier Volunteer Work Experience model in which unhoused participants, ("Team Members") beautify their community in exchange for case management, employment services and a non-cash basic needs support. Through their volunteer shifts, Team Members gain a sense of confidence, purpose, and pride in taking an active role to better their community while improving their own circumstances. Participants take on leadership opportunities, gain motivation, receive access to services both internal to DST and through partner agencies, and ready themselves to reenter the workforce and housing through the support of a positive community. Team Members are not employees of Downtown Streets Team. The model is designed to provide a supportive environment and a pathway out of homelessness or housing insecurity and a pathway toward employment.

DST is typically a 1-year long program. We build a community social safety net that springboards individuals affected by homelessness into a higher quality of life. Team Members can return back to our services as needed and continue to access support once they have graduated into housing and or employment.

DST's services are client-centered and opt-in. Services are not limited to-people participating in the Volunteer Work Experience component of the program.

Population Served: DST will work with unsheltered and at-risk individuals in Berkeley Participants must be 18 years or older.

Participant Recruitment:

DST will recruit Berkeley participants by providing peer- to-peer outreach on the street in Berkeley_ during Team Member's volunteer shifts and by collaborating with other homeless service providers in Berkeley, including City of Berkeley staff. DST will also recruit through strategic partnerships with a network of organizations, providing representation at libraries and community events as available.

Program:

1. Low Barrier Volunteer Work Experience program. Five days a week Team Members participate in community; beautification guided by peer leaders.
2. Weekly Success Meetings -PST will host a weekly community hub for to share resources, food, celebrate our Team, and provide basic needs stipends.
3. Team Members will provide peer-to-peer outreach to individuals experiencing homelessness.
4. During volunteer shifts, Team Members will reach out to their unhoused peers and provide resourced and hygiene kits.
5. One to two Team Members will be trained as a Peer Outreach Specialists and perform targeted outreach with our staff twice weekly for 2 hours each session.
6. Staff and partners will provide Skill-building workshops and trainings. Team Members will receive stipends to incentivize and acknowledge attendance. Workshops typically take place for one hour. We typically provide 2 workshops or trainings each month
 - Employment Workshops
 - Communication skills
 - Motivation
 - Cultural competency
 - Other skills
 - Financial Literacy

- Outreach
 - Leadership
7. Provision of wrap-around supportive services to program participants including case management, employment services with pathways to legal assistance, therapy, housing resources and more with the goal of reintegration into the community at large.
 8. DST's Employment Specialist will provide: resume building, mock interviewing, interview clothes, soft-employment skill building, communication. Our services are tailored to those with barriers to employment.
 9. DST will arrange for access to cultivated employment pipelines in multiple fields and supported employment to guide Team Member's transition back into the workplace.
 10. The Employment Specialist will provide targeted Employment service to partner sites on a bi-weekly basis. Partner sites are to be determined. We welcome feedback on partner opportunities. (appointments may be offered through Zoom during COVID or at a social distance. DST works with a facilitator from the partner site to setup Zoom with participants)
 - Building strategic community partnerships to address Team Members' diverse needs.
 - Strategic partnerships with medical, mental health, housing, employers, legal assistance, and more.
 - Providing for basic needs: gift cards or direct payment to vendors designed to assist with food, clothing, hygiene, communication, transportation, storage and rent.

Project Location(s):

Team Meetings:

First Presbyterian Church of Berkeley
2407 Dana Street Berkeley, CA 94704

Office:

1600 Shattuck Ave Unit #205 Berkeley, CA 94709

During Work Experience Program Shifts -Peer to Peer Outreach Locations:

Downtown, primarily focused on Shattuck from University to Bancroft, University from Oxford to Milvia, and lastly Center and Allston between Oxford and Milvia. Operate in Downtown Telegraph Monday, Tuesday, Thursday, and Friday from 12 pm – 4 pm

Telegraph Avenue from Parker Street to Bancroft Way, Durant Street from Sather Gate Alley to Bowditch Street, & Bancroft way from Sather Gate Alley to Bowditch Street. Operate on Telegraph Tuesday and Thursday from 12 pm - 4:00 pm.

South Berkeley on Adeline from Russell to 63rd, intersections of San Pablo and Ashby, Sacramento and Ashby, Sacramento Street and Alcatraz, Shattuck avenue from Stuart to Ashby, and Alcatraz from King to Dover. Operate twice a week in South Berkeley on Tuesdays and Thursdays from 9:00 am – 1:00 pm

North Shattuck from Hearst to Rose St. on Shattuck We operate on Thursdays from 12 pm- 4 pm.

Elmwood – on Russell St to Webster Street. Along Ashby Avenue to Benevenue Ave. The Team works on the regular trash and debris removal and also attends to weeds growing on the shop fronts and maintains tree wells. Operate on Mondays and Fridays between 9:00 am and 1:00 pm

Solano – on Solano from the Alameda to Ordway. Operate on Tuesdays and Fridays between 9:00am and 12:00 pm

Gilman – TBD

Additional outreach locations can be determined by The City as needed at partner sites.

Employment Services:

At DST office by appointment STAIR Center- twice monthly Dorothy Day House - twice monthly
Other locations determined by The City

Reporting Schedule and Format:

Contractor shall email Monthly reports with the following elements to document progress toward the deliverables above:

Location – Clean City Services

Week Begin | Team | Total Hours | # 44-Gal bags | #Gallons | Needles | Notes

Outreach

Week Begin | Team | Total Hours | Notes

Outcomes:

- DST will serve 75+ unduplicated individuals affected by homelessness in the Volunteer Work Experience Program and connected services.
- DST staff will remove 125+ barriers in partnership with Team Members. Staff will problem solve with Team Members to remove barriers and create access to medical services, dental, mental health, obtaining vital documents, shelter, housing, and employment.
- DST will assist 20 Team Members and un-housed persons in gaining employment.

Staffing & Roles:

1. East Bay Director who provides staff oversight, strategic planning, fundraising, and high-level leadership.
2. Project Manager will run operations for the Work Experience Program, supervises direct service staff and Team Members, runs a weekly Team Meeting open to the public, fundraises and develops new partnerships to expand service opportunities.
3. Employment Specialist prepares Team Members for employment by teaching a set of regular classes and workshops, developing vocational programming and recruiting employers to provide Team Members with employment opportunities.
4. Case Manager guides Team Members towards permanent housing, reducing recidivism and interactions with law enforcement, and assists with improved well-being and goal attainment.
5. In addition to staff efforts, an AmeriCorps Fellow will help expand DST's volunteer and community engagement capacity.
6. Chief Program Officer supports Regional Director.
7. Manager of Program Operations helps support program quality and backend support for Project Manager.
8. Data and Impact Manager ensures effective data management and capturing of impact.
9. A combination of staff and Team Members will perform regular outreach to the unhoused community for participation in the program and to connect them with services.

EXHIBIT B

PAYMENT

GENERAL: Contract Amendment is \$ 400,000 for a new Not to Exceed (NTE) amount of \$ 1,675,304.

\$300,000 is for the Clean City Program support and \$100,000 to support expanding Supportive Services.

INVOICES: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' ejbrown@cityofberkeley.info**; (List on invoice, Attn: Joy Brown/Public Works) and reference the contract number.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@cityofberkeley.info
Phone: 510-981-7310

PAYMENTS: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

BILLING: Contractor will submit invoices for services rendered Monthly. Billing will indicate if the Services were for Clean City Services or for Supportive Services which will include Salaries + Benefits, Rent, Telephone, Transportation & Mileage (if applicable), Stipends, Licenses, Supplies (if applicable), and G&A, Legal, Accounting-19%

Berkeley Downtown Streets Team

1. Staffing includes FTE Project Manager (100%), Case Manager (60%) and Employment Specialist (100%). Also including, FTE Director of East Bay (10%), Chief Program Officer (9%), Manager of Program Operations (7%), and Data and Impact Manager (5%)
2. Associated employment costs include all employee benefits, payroll taxes, WC, etc. at roughly 23% of salary.
3. The AmeriCorps Fellow (75% Fellowship time dedicated to Berkeley). will provide community outreach and engagement to shift perspectives around the experience of homelessness in the community. Their role is to coordinate community events and education, foster volunteerism from the broader community, and garner in-kind support from community resources to benefit Team Members in meeting their basic needs.
4. Office supplies are to sustain normal business operations
5. Program supplies are for Team Member uniforms and supplies for beautification efforts within the community such as: supply storage, waste carts, pickers, gloves, trash bags,

- etc.
6. Marketing and Promotional Material is for materials to advertise Team Member contributions to the community.
 7. General Fundraising covers base costs to host a fundraising event to diversify funding.
 8. Telephone and Internet is the cost of connecting staff members to Team Members, partnered service providers, and the organization.
 9. Program Outreach provides funding for supplies to carry out outreach, hygiene supplies, water, PPE, etc.
 10. Client Events is an expense category designed to build morale and motivate Team
 11. Members.
 12. Client Flex Fund provides support for Team Member costs that are not covered in other line items.
 13. Occupancy is rent for local office and a space for our Weekly Team Member Meetings
 14. Utilities covers electric and water
 15. Waste processing is for our garbage and recycling service at our office.
 16. Basic Needs Stipends are the stipends for Team Members for their program participation in community beautification and personal development through workshops and trainings.
 17. Transportation and Mileage constitutes staff mileage as it pertains to their work within this scope of services, connecting with other DST staff for training, and with building new partnerships to further goals of Team Members.
 18. Networking provides funds to support cross city/ county collaboration
 19. Meetings and Trainings refers to relevant trainings and professional development for staff.
 20. Subscriptions and Memberships is for our Berkeley Chamber of Commerce membership
 21. which can be helpful in efforts to meet employers that will hire Team Members.
 22. Insurance for general liability and other organizational insurance liabilities associated with new programs.
 23. License covers our Clarity licenses for our client database
 24. License Taxes and Fees covers our business license
 25. Accounting, Legal, G&A refers to an independent audit overhead rate at 19%.

Workers' Compensation and Employers' Liability Policy

Named Insured Insperty, Inc. L/C/F DOWNTOWN STREETS INC. 19001 Crescent Springs Drive Kingwood, TX 77339	Endorsement Number
	Policy Number Symbol: RWC Number: C70132801
Policy Period 10/01/2021 TO 10/01/2022	Effective Date of Endorsement 10/01/2021
Issued By (Name of Insurance Company) Indemnity Insurance Co. of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. Specific Waiver
 Name of person or organization:
 City of Berkeley
 2180 Milvia Street
 Berkeley, CA 94704

 Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium : INCLUDED



 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection 2. **Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection 4. **Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
 1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
 1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- i. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PI-CA-004 Primay and Non-Contributory Clause Endorsement

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to SECTION IV-BUSINESS AUTO CONDITIONS, B. General Conditions, 5.

Other Insurance:

The insurance provided by this policy for any additional insured endorsement attached to this policy is primary when primary coverage is required in a written contract.

In addition, we will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract for any additional insured endorsement attached to this policy.

For coverage to apply, the written contract must have been executed prior to the occurrence of "loss."

This endorsement supersedes anything to the contrary.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to a loss, other than a contract for the lease or rental of a vehicle.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

All terms and conditions of this policy apply unless modified by this endorsement.

RESOLUTION NO. 70,394-N.S.

CONTRACT NO. 31900031 AMENDMENT: DOWNTOWN STREETS TEAM FOR
EXPANDED SERVICES

WHEREAS, in August, 2018 City Council authorized Resolution No. 68,497 N.S. authorizing Contract No. 31900031 with Downtown Streets Team for leaf and litter removal and related services with a not to exceed amount of \$645,304 for a two year contract term; and

WHEREAS, in September, 2020 City Council Resolution No. 69,545 N.S. authorized Contract No. 31900031 Amendment with Downtown Streets Team to add additional scope of work, increase the not to exceed amount by \$225,000 to \$870,304 and to extend the Contract term through June 30, 2022; and

WHEREAS, in April, 2021 City Council Resolution No. 69,820 N.S. authorized Contract Amendment No. 31900031 with Downtown Streets Team to add additional scope of work to hire two Streets Team Enterprises C.A.R.E. Fellows to address enhanced needs for services in neighborhoods and around encampment hot spots and increase the contract by \$50,000 for a new not to exceed amount of \$920,304; and

WHEREAS, in November, 2021 City Council Resolution No. 70,109 N.S. authorized Contract Amendment No. 3190031 with Downtown Streets Team to add additional scope to expand services to three new zones serving residential areas near Adeline, South Shattuck and West Berkeley, and increase the contract by \$335,000 for a new not to exceed amount of \$1,275,304; and

WHEREAS, Downtown Streets Team is an organization committed to helping low-income and un-housed members in the local community achieve health and self-sufficiency; and

WHEREAS, funding is available in the General Fund (budget code: 011-54-625-714-0000-000-431-612990-PWSUCC2201) in the amount of \$100,000 and Zero Waste Fund 601 (budget code: 601-54-625-714-0000-000-472-612990) in the amount of \$300,000.

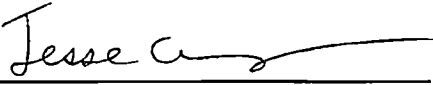
NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an amendment to Contract No. 31900031 with Downtown Streets Team to 1) increase the contract by \$400,000 for a new not to exceed amount of \$1,675,304 and extend the contract term through December 31, 2023; 2) expand services to include the cleanup of litter and illegally dumped materials at encampment sites and adjacent neighborhoods throughout the City of Berkeley as needed; and 3) negotiate new pricing, contract terms, and scope of services in support of the Clean Cities Program for the continuation of leaf and litter removal, graffiti abatement, and poster removal services for various commercial districts in Fiscal Year 2024.

The foregoing Resolution was adopted by the Berkeley City Council on May 31, 2022 by the following vote:

Ayes: Bartlett, Droste, Hahn, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: Harrison.



Jesse Arreguin, Mayor

Attest: 

Mark Numainville, City Clerk

RECEIVED

AUG 09 2022

CITY OF BERKELEY
CITY CLERK DEPARTMENT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM

"AMENDMENT" (CC03)

Contract# 32100023/32100023-1	Vendor# 17867
-------------------------------	---------------

CONTRACTOR NAME: Eviction Defense Center **Berkeley Business License #:** BL-030676

Subject of Contract: Housing Retention Program

This contract package contains:	With Original Contract	Attached	Waiver Attached	Not Required
2 Original Contracts (Vital Record and Vendor) in folder				
*The Vital Record contract MUST be in a folder. Vendor copy may be assembled with an Acco-fastener. * DocuSign Agreements only require 1 Original (Vital Record) copy.				
1. Scope of Services and Term	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Payment Provisions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Sanctuary City Compliance Statement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Living Wage Certification (if not submitted with original contract) LWO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Compliance with Equal Benefits Ordinance (if not submitted with original contract) EBO use current form on web*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Federally Funded Project Requirement ONLY: Debarment status printout (\$25,000 and above) <u>SAM.gov</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s (originals, not copies)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Authorizing Council Resolution # <u>-N.S.70442</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Requisition # _____ (Hard copy attached) **Budget Code** 128-51-504-530-0000-000-444-636110- **Amt.** _____

Council Approved Amount \$ _____ 016-51-504-530-0000-000-444-636110 **Amt.** _____

Purchase Order # _____ **Amt.** _____

_____ **Amt.** _____

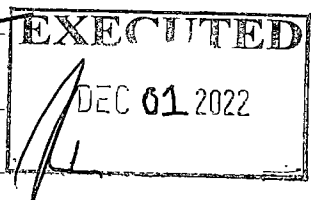
Was there any advance payment? No Yes **If Yes, Advanced Amount \$** _____

Original contract amount	\$ <u>1,025,000.00</u> ✓
Amount/s added by previous amendment/s (if applicable)	\$ <u>2,269,683.00</u> ✓
Amount added by this amendment	\$ <u>1,250,000.00</u> ✓
Total/cumulative contract amount after amendment	\$ <u>4,544,683.00</u> ✓
Contingency	\$ _____
TOTAL NOT TO EXCEED AMOUNT	\$ <u>4,544,683.00</u>

Routing and signatures:

All elements of the contract package, including information provided above and on Amendment Data Transmittal form (page 2), have been reviewed for completeness and accuracy and evidenced by the following signatures:

1. Myette Anderson *Myette Anderson* HHCS-Homeless (510) 981-5419 10/13/22
Project Manager (Myette Anderson/SIGN) **Department** **Phone No.** **Date**
2. Ann Song *Ann Song* 10/27/2022
Department Administrative Officer / Accounting (PRINT NAME/SIGN) **Date**
3. Lisa Warhuus *[Signature]* 11/2/2022
Department Head (Lisa Warhuus/SIGN) **Date**
4. Josh Roben *[Signature]* 11/21/2022
Contract Administrator (Josh Roben/SIGN) **Date**
5. Sharon Friedrichsen *[Signature]* 11/23/2022
Budget Manager (Sharon Friedrichsen/SIGN) **Date**



Routing continues to the following persons, *who sign directly on the contract:* (Will not sign unless all signatures and dates appear above)

6. **City Manager**

7. **City Clerk:** Destruct _____ Review _____

Roben, Josh

From: Friedrichsen, Sharon
Sent: Tuesday, November 22, 2022 4:13 PM
To: Roben, Josh
Cc: Murty, Rama; Dupaya, Maricar C.; Rosete, Michelle
Subject: FW: Contract Amendment: Eviction Defense Center

Internal

Josh,
Budget Final Approved
Sharon

From: Murty, Rama
Sent: Tuesday, November 22, 2022 3:22 PM
To: Friedrichsen, Sharon <SFriedrichsen@cityofberkeley.info>
Cc: Dupaya, Maricar C. <MDupaya@cityofberkeley.info>; Rosete, Michelle <mrosete@cityofberkeley.info>
Subject: Contract Amendment: Eviction Defense Center

Internal

Budget Initial – Approved

Notes:

Council Authorizing Resolution: 70,442-N.S.

Scope: Housing Retention Program; Amendment adds Measure P funds for operation of the Housing Retention Program

Term: 7/1/20 – 6/30/23

Current Contract Amount: \$3,294,683

Amendment Amount: \$1,250,000

Revised Amount: \$4,544,683

Funds are in budget code 011-51-504-535-5002-000-444-636110- and contract change orders have been released and approved.

Rama Murty, MPA
Senior Management Analyst
City Manager's Office - Budget Office
Phone: 981-7044
Fax: 981-7099

Work Schedule:

Remote: Mondays, Thursdays, & Fridays

In-Office: Tuesdays & Wednesdays

AMENDMENT TO CONTRACT

THIS CONTRACT is entered into on July 1, 2019, between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and Eviction Defense Center ("Contractor") a company, doing business at 350 Frank Ogawa Plaza, Suite 703, Oakland, CA 94612.

WHEREAS, on June 30, 2020 by Resolution No. 69483 N.S., the Berkeley City Council authorized \$1,025,000 for a total contract not to exceed \$1,025,000;

WHEREAS, on February 9, 2021 by Resolution No. 69,719 -N.S., the Berkeley City Council authorized an additional \$1, 801,541 for a total contract not to exceed amount of \$2,826,541 of said Contract as set forth below;

WHEREAS, on February 9, 2021 using the authorization of Resolution No.69,719 -N.S., the City Manager authorized an additional \$200,000 (CDBG-CV1) for a total contract not to exceed amount of \$3,026,541;

WHEREAS, on June 29, 2021 by Resolution No. 69,945 -N.S., the Berkeley City Council authorized an additional \$250,000 (U1) for a total contract not to exceed amount of \$3,276,541.

WHEREAS, on December 14, 2021 by Resolution No. 70,167-N.S., the Berkeley City Council authorized an additional \$18,142 for a total contract amendment not to exceed \$3,294,683 as set forth below.

WHEREAS, on June 28, 2022 by Resolution No 70442-N.S., the Berkeley City Council authorized an additional \$1,250,000 (Measure P) for a total contract amendment not to exceed

\$4,544,683 as set forth below.

THEREFORE, City and Contractor mutually agree to amend said contract as follows:

TIME PERIOD OF CONTRACT

This Contract shall begin on July 1, 2019 and end on June 30, 2023. The City Manager of the City may extend the term of this contract by giving written notice.

1. Article 3.a. is amended to read as follows:

PAYMENT

For services referred to in Article 1: Scope of Services, City will pay Contractor a total amount not to exceed \$4,544,683. City shall make payments to Contractor in accordance with provisions described in Exhibit B, which is attached to and made part of this Contract. It is mutually agreed that if the budget adopted by Council for the current year and/or any subsequent year covered under this agreement does not allocate sufficient funds for this contract or funding for any fiscal year from any source is reduced or deleted, the City may either terminate this contract without any liability occurring to the City in accordance with paragraph 28, or offer a revised Scope and Budget to Contractor to reflect the reduced amount.

2. Article 6. RECORDS AND USE OF FUNDS is amended to include CARES Act Coronavirus (CV) funds and read as follows:

A. Contractor shall keep and maintain full, complete, and appropriate books, records, and accounts necessary to evidence and substantiate in full detail Contractor's compliance with the terms and provisions of this Agreement. Books, records, and accounts relating to this Agreement shall be kept and maintained in compliance with 2 C.F.R. Part 200:

Internal

- 1) Records of nonexpendable property shall be maintained in accordance with the procedures set forth in 2 C.F.R. Part 200 and shall contain any additional information that the City may require.
- 2) Financial records of contract funds shall be kept separately and funds from other sources shall not be co-mingled with such funds.
- 3) Solely for the purpose of verifying compliance with the terms of this Contract, Contractor shall maintain the following types of records:
 - a. job description, minimum qualifications, and compensation for all positions funded under this contract;
 - b. time sheets or comparable documentation for all personnel compensated with contract funds. Such records shall clearly show the time spent on contract activities. The City may require Contractor to use timesheets formatted to track funded activities distinctly from work funded by other funding sources that are not part of this contract.
- 4) Contractor assures that, for contracts exceeding one hundred thousand dollars (\$100,000), to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in the Child Support Compliance Act of 1998, subdivision (1) Public Contract Code 7110.

B. Contractor agrees to document and maintain records indicating that all CDBG-CV, ESG-CV and/or CSBG-CV funds are used to prevent, prepare for, and respond to coronavirus (CARES Act Public Law 116-136).

C. Contractor agrees to maintain records in accordance with Section 312 (42 U.S.C. 5155) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.), which prohibits duplication of benefits for programs that provide financial assistance to people or entities suffering losses because of a major disaster or emergency. "Duplication of benefits" occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs. Prior to the use of funds pursuant to this section, Contractor will establish policies and procedures to reasonably evaluate the need and the resources available to meet that need in order to prevent duplication of benefits. In the event a duplication of benefits occurs, Contractor shall repay to the City or to the Federal government the assistance that is duplicative.

D. Contractor agrees to maintain racial, Hispanic/Latino ethnicity, gender, head of household, age, income, family size, and neighborhood residence data, as may be required under the law, showing the extent to which these categories of persons have participated in, or benefited from the contract activities. In certain cases, the City may require either less or more information than identified above, depending on the requirements of various funding sources.

E. Contractor agrees to maintain records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program set forth in 2 C.F.R. Part 200.

F. Contractor agrees to maintain employee and applicant records in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

G. Contractor agrees to maintain and preserve such records during the period from start of contract performance until five (5) years from the audit referred to in Article 30, is conducted and Contractor receives City notification that said audit has been accepted, whichever is later, except as follows:

- 1) Records that are subject of audit findings shall be retained for five years after such findings have been resolved.
- 2) Records for non-expendable property that was acquired with contract funds shall be retained for five years after its final disposition.
- 3) Records for any person displaced as a result of contract activities shall be retained for three years after the contract activities have been completed or the person has received his/her final relocation payment, whichever is later.
- 4) Records pertaining to each real property acquisition shall be retained for five years after settlement of the acquisition, or until disposition of the applicable relocation records in accordance with paragraph (3) of this section, whichever is later.

H. The Secretary of HUD, the Comptroller General of the United States, the State Department of Economic Development, the City, or any of their duly authorized representatives shall have access to and right to examine such records related to this contract during this period, unless prohibited by law.

3. Further, this contract is amended to include the following language regarding the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Pub. L. No. 116-136):

CARES ACT FUNDING REQUIREMENTS

Internal

The City has entered into grant contracts with the U.S. Department Of Housing And Urban Development (HUD) for Community Development Block Grant (CDBG) coronavirus (CDBG-CV) and Emergency Solution Grants (ESG) coronavirus (ESG-CV) funds, and with the State of California for Community Services Block Grant (CSBG) coronavirus (CSBG-CV) funds under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act, Public Law No. 116-136), and the City and all Contractors are obligated to follow all program rules, statutory and regulatory waivers, and alternative requirements applicable to supplemental CDBG-CV (FR-6218-N-01) ESG-CV (Notice CPD-20-08), CSBG-CV (CSBG-IM-2020-157) grants to prevent, prepare for, and respond to coronavirus.

4. Further, this contract is amended to include the following language regarding the City's Sanctuary Contracting Ordinance:

SANCTUARY CITY CONTRACTING

Contractor hereby agrees to comply with the provisions of the Sanctuary City Contracting Ordinance, B.M.C. Chapter 13.105. In accordance with this Chapter, Contractor agrees not to provide the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security with any Data Broker or Extreme Vetting Services as defined herein:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information

Internal

about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;

- ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- b. “Extreme Vetting” means data mining, threat modeling, predictive risk analysis, or other similar services. Extreme Vetting does not include:
- i. The City’s computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer-based activity.

In all other respects, the Contract dated July 1, 2019, shall remain in full force and effect.

Internal

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date written in the first paragraph of this Contract.

CITY OF BERKELEY

By: Paul Bonilla
City Manager

THIS CONTRACT HAS BEEN APPROVED AS TO FORM BY THE CITY ATTORNEY FOR THE CITY OF BERKELEY 12/2020

Registered on behalf of the City Auditor by:

[Signature]
Finance Department

Attest:

[Signature]
Deputy City Clerk
Assistant

CONTRACTOR

ANNE TAMIKO OMURA
Name (Printed)

By: [Signature] EXEC. DIR.
Signature and Title

EXHIBIT A SCOPE OF SERVICES

Agency Name: Eviction Defense Center
Contract Period: 4-year contract covering FY 20 to FY 23
Program Title: Housing Retention

A. Agency-Wide Requirements

1. **Communication with City:** Contractor shall provide timely communication with the City contract monitor regarding emerging issues and concerns regarding the program and its relationship with the larger Berkeley community.
2. **Cooperation with Alameda County 211:**
Contractor shall:
 - Upon request, provide staff of Eden I&R updated information on all Contractor programs and services, including program contact information, service descriptions and significant programmatic changes, so that information on all agency programs and services can be contained in Eden I&R's 211 database; and
 - For residential programs, provide staff of Eden I&R updated information on any vacancies in the program; and
 - Prominently place the 2-1-1 logo and weblink on the agency website to inform Alameda County residents of the service.
3. **Contractor's List Of Authorized Signatories:** For Advance Payment Requests and Quarterly Statements of Expense (or other cost documentation, as required):
 - a. Anne Tamiko Omura
4. **Program Staffing:** Contractor will staff Program(s) as shown in each Program Budget in Exhibit B. Contractor must provide written notice and resume to the City for any new staff person, five days prior to making any change.
5. **Reporting Results and Outcome Evaluation:** The City is committed to evaluating the impact of funded programs on the community, especially for those most vulnerable. To support this effort the Community Funding Program housed in HCS will use a framework to evaluate programs. Using a common framework will aid the Community Funding program in having a common language and method to better understand, communicate, and ultimately strengthen our partner programs.

The Community Funding Program is incorporating and refining positive impact

measures into our contract processes including reporting, contract monitoring activities and evaluations. The City will work with providers throughout the contract period to update and identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time.

Contractor shall:

- work with the City to report accurate and complete program data in City Data Services including client demographics, duplicated/unduplicated counts and impact measures; and
- work with the City to improve and refine the service measures and outcomes as needed using the City-identified framework;
- develop (and upload to CDS) a client satisfaction survey that, at minimum, collects required elements as found in **Attachment C**;
- report satisfaction survey results to the City at the end of the program or end of fiscal year (whichever comes first).

Additionally, by signing this contract, the Contractor acknowledges and agrees that the City may publish full or partial reports including program results and outcome evaluation for public review, including, but not limited to publishing on the City's website.

B. Program-Specific Requirements

1. Program Name: Housing Retention
2. **Target Population:** The target population to be served are senior citizens, disabled tenants, and households with minor children. The EDC anticipates that approximately 40% of approved applicants will be either African American or Hispanic and approximately 60% of approved applicants will be people of color.
3. **Project Description:**
 - a. **City of Berkeley Housing Retention Program -COVID Related**
\$1million will assist tenants whose income has decreased due to the Covid-19 pandemic. Tenant household income must be at or below 80% AMI and have at least two qualifying factors from the following list: 1) household income below 50% AMI; 2) Senior citizen (62 yrs.); 3) disabled household member-the disability must substantially limit one or two major life activities 4) long term tenant defined as 5 years in the City of Berkeley; 5) minor children in the home; and 6) subsidized housing recipient (BMR, Section 8, tax credit, etc.). Maximum grant amount is \$10,000 per household or \$15,000 if the head of household is 65 yrs. or older. The program will provide assistance with rental debt that accrued after March 1, 2020.

City of Berkeley Housing Retention Program-Traditional

\$250k will be used to assist household that are at or below 80% AMI who are experiencing a documented financial hardship due to a decrease in income and who can show ability to pay rent moving forward. The \$250k can be used for more flexible purposes to pay debts to the landlord that would otherwise result in displacement of the household, such as parking fees, storage fees if connected to the residential rental, balance on security deposits, utility bills, and any other legitimate fees owed to the landlord. Maximum grant amount is \$10,000 per household or \$15,000 if the head of household is 65 yrs. or older, within the past two years.

Total funds received from the City of Berkeley COVID related Housing Retention Program and Traditional Housing Retention program cannot exceed \$10,000 per household or \$15,000 if the head of household is 65 years or older, during a two year period.

- b. Is this activity to prevent, prepare for, and respond to coronavirus? Yes
This program provides housing stability during the COVID-19 crisis. EDC will pay rent for qualifying tenants to prevent homelessness. The program also has local funds and will support low-income tenants who face non-COVID economic obstacles and are facing housing instability.
- c. Contractor shall deliver the service measures and outcomes contained in the table below:

Housing Retention Program:

FY 2023 Service Measures and Outcomes Table				
Services			Outcomes	
Service Measures	UOS	Undup # Served (Berkeley)	Outcomes	Undup Expected to Achieve Outcome (Berkeley)
Housing Retention Program	200	150	Clients remained stably housed	200
Provide a brief description of your service measures below. Include the frequency of service delivery (i.e. daily, weekly, monthly) and how the service is provided (i.e. one-on-one meetings; group sessions; classroom setting; client home visits; etc.)				

<p>Housing Retention Program</p>	<p>The EDC will provide rental assistance to approximately 200 total households in the July 1, 2022-June 30, 2023 period. The EDC will do one-on-one intake meetings in person or over the phone for each applicant. The EDC will screen a minimum of 10 applicants each month and complete full intake for a minimum of 6 applicants each month until the funds are exhausted. Once an applicant is approved for rental assistance, the applicant typically receives 2-3 hours of consultation time with a staff person every month until the application has been completed and paid/closed. Applications are typically open for a period of 1-6 months depending on the household need and funding allocated.</p>
----------------------------------	--

4. Number of Clients to be served:

<p>Characteristics of Participants to be Served:</p>	<p>Number</p>
<p>a. Total number of clients to be served (Berkeley and non-Berkeley)</p>	<p>200</p>
<p>b. Total number of Berkeley clients to be served:</p>	<p>200</p>
<p>c. Total number of Berkeley clients with disabilities to be served:</p>	<p>75</p>
<p>d. Total number of Berkeley homeless clients to be served:</p>	<p>0</p>
<p>e. Total number of Berkeley chronically homeless clients to be served:</p>	<p>0</p>
<p>f. Total number of Berkeley Female Heads of Household to be served:</p>	<p>75</p>

5. Income Requirements and Documentation: Contractor shall prioritize serving clients with incomes of 80% of Area Median Income or below (see Attachment A for current income levels and instructions for reporting income). Contractor must document income in one of the following three ways: (The required method is checked):

- Documentation that verifies income;
- Client Self-Certification of Income (see attached form); or

Documentation that verifies that a client belongs to a category of people who are presumed to have a particular income level (see Instructions in Attachment A and suggested self-certification language in Attachment B).

Presumed Category:

6. Client Access:

a. Outreach & Referrals.

i. Contractor will perform outreach as described below.

No

Yes.

ii. Contractor shall foster and formalize relations with other organizations to develop a referral system and effectively provide clients with appropriate services.

iii. Formal Referral or Partnership Agreements Required by City?

No

Yes. The EDC will facilitate both the COVID-19 Relief and the Berkeley Housing Retention Programs. The EDC will work with local community agencies who support low-income Berkeley residents.

b. Intake Requirement. Contractor shall capture all data contained in the sample Intake Form found in Attachment B. A copy of Contractor's Intake Form must be attached to this Scope of Service.

c. Eligibility. The program Eligibility criteria are in accordance with funding source, to be approved by City staff, and updated as needed. Please describe the current program eligibility:

City of Berkeley Housing Retention Program:

*Applicant household income must currently be at or below 80% (AMI).

*Applicant must be able to demonstrate that rent can be paid going forward.

*Applicant must be able to demonstrate hardship (through declaration and/or documentation) that resulted in rent arrears or any other debt to the landlord that could result in displacement. This can include a Covid-19 related hardship. Other debts include but are not limited to: parking fees, storage fees if connected to the residential rental, balance on security deposits, utility bills, and any other legitimate fees owed to the landlord

that could result in displacement.

*Applicant grant may be funded up to \$10,000.

*\$10,000 maximum includes Housing Retention Program grants received within the past two years.

COVID Housing Retention Program

*Applicant household must qualify for COVID-HRP assistance. Household income must be at or below 80% AMI and have a COVID-19 related decrease in income, and at least 2 qualifying factors:

1) household income below 50% AMI 2) Senior citizen (62 yrs.); 3) disabled household member-the disability must substantially limit one or two major life activities 4) long term tenant defined as 5 years in the City of Berkeley; 5) minor children in the home; 6) subsidized housing recipient (BMR, Section 8, tax credit, etc.). Maximum grant amount is \$10,000 per household or \$15,000 if the head of household is 65 yrs. or older.

- d. Grievance Policy: The program shall inform participants of grievance policy upon initiation of services with the agency or program in accordance with the agency's grievance policy on file with the City in the contract management system. Please describe:

Participants learn about the agency at the initial intake. Program participants learn about the grievance policy at the moment a conflict arises.

7. Project Coordination with Coordinated Entry System

Contractor will comply with the following requirements:

Homeless Services Placements (SSI, Rep Payee, AOD, DV, Year-round Shelter, Transitional Housing, PSH/S+C)

Residential Programs (Year-round Shelter, Transitional Housing)

Permanent Supportive Housing/Shelter Plus Care

Participate in Berkeley and County CES meetings (All Homeless Services Agencies)

8. Other Requirements:

C. Annual and Quarterly Required Reports

1. Advance Payment Requests are due quarterly by:
 - July 15
 - September 15
 - December 15
 - March 15.

2. Program Reports are due by:
 - January 31, 2023 for period ending December 31, 2022
 - July 31, 2023 for period ending June 30, 2023
3. Statements of Expense are due quarterly by:
 - October 31, for period ending September 30
 - January 31, for period ending December 31
 - April 30, for period ending March 31
 - August 31, for period ending June 30.
4. General Ledger and Statement of Revenues and Expenditures (for the Program) are due by:
 - August 31, for the period covering July 1 to June 30.
5. Equipment Inventory Tracking Sheet is due by:
 - August 31, for the period covering July 1 to June 30.
6. Others...(reports are required if the box next to the report is checked)

Contractor agrees to allow the City of Berkeley to include data from Contractor's HMIS data programs to create cumulative demographic and outcome reports, and to allow the City to request reports directly from Alameda County HMIS administrators that include Contractor's data. .

Contractor shall provide annual Shelter Plus Care outcome reports, value of match services reports, and other HUD-required reports within timeline designated by the City of Berkeley Shelter Plus Care program.

Contractor shall provide periodic Community Services Block Grant (CSBG) reports within time lines designated by the City.

Other:

*Advance payments will be held if program reports and statements of expense are more than one quarter late. Reports may be requested on a more frequent basis per the needs of the City.

7. Other Requirements:

Attachments:

- A: Income Documentation Instructions
- B. Agency Intake Form
- C: Client Satisfaction Survey Required Elements

ATTACHMENT A: Income Requirements and Documentation Instructions

Reporting Income Levels:

Agencies must gather income data for each client served. Income data may be in the form of paychecks/stubs or other certification of income from work or benefits, or self-certification of income level. This method is preferred over presumed categories as it gives more accurate information about beneficiaries served at various levels, especially at the poverty level.

Unless your program has documentation that would support reporting a client under another category, use the following categories to report on clients served in particular "Presumed Benefit Categories":

- Abused Children – 30% of Area Median Income (AMI);
- Battered Spouses – 50% of AMI;
- Severely disabled adults – 50% of AMI;
- Homeless – 30% of AMI;
- Illiterate Adults – 50% of AMI;
- Persons with AIDS – 50% of AMI;
- Migrant farm workers – 50% of AMI;
- Elderly (62 years of age or older):
 - Center-based senior services – 80% of AMI;
 - Other senior services – 50% of AMI.

Keep files documenting the income of the clients you report as having served. Programs serving children must collect income verification from the adult responsible for the child. Nature/Location: If the clientele you serve would be presumed to have low or moderate incomes by virtue of the nature of the activity and the place it is carried out, for example, services for school children who all qualify for free or reduced lunch, report all beneficiaries as moderate income unless information is available that would support reporting such beneficiaries under another income category(ies). If an agency opts to use this method for reporting data, a detailed explanation is required.

Disabled: Persons with a condition(s) which substantially limits one or more activities of daily living, or a person having documentation of a disability or a person regarded as having such impairment.

Homeless: Use the following (HUD) definition to determine whether the client is homeless:

Living on or in:

- 1) the streets or other place not fit for human habitation (i.e. park, car, homeless encampment, abandoned building),
- 2) emergency shelter (includes hotel or motel paid for with an emergency shelter voucher),
- 3) transitional housing, and prior to that was homeless and living on the streets or in an emergency shelter, and upon leaving transitional housing has no resources to obtain permanent housing, or
- 4) living less than 30 days in a jail or institution, and prior to that had been staying in one of the three categories listed above.

Chronically Homeless: The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition, living on the streets or in a shelter who has either:

- 1) been continuously homeless for a year or more, or
- 2) has had at least four episodes of homelessness in the past three years.

FY2021 Income Level	Household Size					
	1	2	3	4	5	6
Poverty	\$12,760	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160
Extr. Low (to 30% AMI)	\$27,450	\$31,350	\$35,250	\$39,150	\$42,300	\$45,450
Low Income (31-50% AMI)	\$45,700	\$52,200	\$58,750	\$65,250	\$70,500	\$75,700
Moderate (51-80% AMI)	\$73,100	\$83,550	\$94,000	\$104,400	\$112,800	\$121,150

Source: HUD User FY 2020 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
& Department of Health & Human Services (HHS) 2020 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

AGE:

<input type="checkbox"/> 0 – 5 <input type="checkbox"/> 6 – 11 <input type="checkbox"/> 12 – 17 <input type="checkbox"/> 18 – 24	<input type="checkbox"/> 25 – 44 <input type="checkbox"/> 45 – 54 <input type="checkbox"/> 55 – 61 <input type="checkbox"/> 62 and over
---	--

ETHNICITY (Please also make a selection from the “RACE” options in the next box)

Hispanic / Latino(a): Yes No

RACE:

<p>(Single Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black / African American <input type="checkbox"/> Native Hawaiian / Other Pacific Islander <input type="checkbox"/> White	<p>(Multiple Race Categories)</p> <input type="checkbox"/> American Indian / Alaskan Native AND Black / African American <input type="checkbox"/> American Indian / Alaskan Native AND White <input type="checkbox"/> Asian AND White <input type="checkbox"/> Black / African American AND White <input type="checkbox"/> Other or Multiracial (please specify): _____
---	---

OTHER CHARACTERISTICS

Check all that apply:

Female Male Other
 Single Female Headed Family Disabled* Homeless* Chronically Homeless*

**You must obtain verification or self-certification.*

CURRENT INCOME INFORMATION: (CIRCLE correct income level for the total household)

FY2021	Household Size					
Income Level	1	2	3	4	5	6
Poverty	\$12,760	\$17,240	\$21,720	\$26,200	\$30,680	\$35,160
Extr. Low (to 30% AMI)	\$27,450	\$31,350	\$35,250	\$39,150	\$42,300	\$45,450
Low Income (31-50% AMI)	\$45,700	\$52,200	\$58,750	\$65,250	\$70,500	\$75,700
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Source: HUD User FY2020 Income Limits Documentation System: <https://www.huduser.gov/portal/datasets/il.html>
 & Department of Health & Human Services (HHS) 2020 Federal Poverty Level Chart
<https://aspe.hhs.gov/poverty-guidelines>

ATTACHMENT B: REQUIRED CITY OF BERKELEY INTAKE ELEMENTS

INCOME CERTIFICATION

Interviewer: **Check** the income level of the client and indicate below the source of information used to verify this information. Please see instruction sheet to help with completion.

<input type="checkbox"/> CalWorks	<input type="checkbox"/> Food Stamps	<input type="checkbox"/> Medi-CAL	<input type="checkbox"/> Tax Return (most recent return)
<input type="checkbox"/> SSI**	<input type="checkbox"/> Payroll Stub**	<input type="checkbox"/> Bank Statement	<input type="checkbox"/> Other ** _____

(**current-within 2 months)

Self certified. Please explain:

I hereby certify that, to the best of my knowledge, the above statements are true and correct. I understand this information is subject to verification only by authorized HUD (U.S. Department of Housing & Urban Development) and or City of Berkeley officials.

CLIENT

INTERVIEWER

Client Printed Name

Interviewer Printed Name

Parent/Client Signature

Interviewer Signature

Date

Date

Dated: April 17, 2020

City of Berkeley
COVID-19 Housing Retention Program (HRP)

The City of Berkeley's Department of Health, Housing and Community Services (HHCS) has been authorized by Berkeley City Council to distribute an additional \$1 million in tenant assistance funds through the existing Housing Retention Program (HRP) in response to the economic emergency created by the COVID-19 pandemic. The Council's action represents a huge increase to HRP that needs to be processed and distributed within a very short window of time. In order to do so, the current HRP administrator—East Bay Community Law Center (EBCLC)—will partner with Eviction Defense Center (EDC), with whom it has a strong working relationship as both organizations hold housing services-related contracts with Berkeley's Rent Board. This document describes how the two organizations will work together with the city and the prioritization guidelines by which the emergency funds will be awarded.

To allow for the broadest access to what is recognized will be significant demand for this assistance, both EBCLC and EDC will provide entry points for the COVID-19 Housing Retention Program (HRP). EBCLC and EDC will work together to screen and process applications in a timely manner, recognizing the challenges of doing so given anticipated interest in the program. On a monthly basis, EBCLC and EDC will meet together to review all applications, prioritizing applicants based upon the prioritization framework described below, and issue checks. The City, EBCLC, and EDC will hold regular check in meetings to discuss the program and address ongoing evolutions of the program.

HHCS will amend the existing EBCLC contract to include the COVID-19 HRP. The new HRP funding will be allocated using the following contracting structure:

- **EBCLC:** HHCS will amend EBCLC's existing HRP contract to include the new \$1 million currently allocated for rental assistance. EBCLC's contract amendment will include an allowance for new administrative costs in the amount of 2.5% of the \$1 million (or \$25,000). Administrative costs will only be taken on the funds awarded by EBCLC. EBCLC will continue to report client level data in City Data Services (CDS) and award information in a supplemental data collection spreadsheet in the form of a call log. Berkeley's Rent Board will amend its contract with EBCLC to include program implementation not covered under EBCLC's existing HRP contract.
- **EDC:** EBCLC shall have a Letter of Agreement (LOA) with EDC that details how the two organizations will collaborate to deliver all program components. EBCLC will pass through to EDC up to 50% of the funds (or \$500,000) included in its amended contract, from which EDC is authorized to take administrative costs as described above. EDC will fulfill all data entry requirements defined by the City of Berkeley. Berkeley's Rent Board will amend its contract with EDC to include HRP program delivery, data collection, and reporting requirements.

Dated: April 17, 2020

Community Messaging

All community messaging shall include EBCLC and EDC as the points of entry for applicants. The two organizations will coordinate their responses to applicants to ensure there is no duplication of services.

The City's website will identify both EBCLC and EDC as accepting applications for COVID-19 Housing Retention funds. Both EBCLC and EDC will include program information on their respective websites, including program guidelines, application, expected timeframes for distributing funds, response times to initial inquiries, and technical assistance for tenants on communicating their inability to pay rent to their landlords.

Coordination & Workflow

1. **Initial Pre-Screen:** Tenants who contact either organization will be pre-screened for eligibility using the eligibility requirements listed on the City of Berkeley website and in the program guidelines. EBCLC and EDC will create a shared spreadsheet to track applicants, and will let applicants know that EBCLC and EDC are both screening and processing applications in order to avoid confusion if an applicant hears back from a different agency.
2. **Application Process:** Once it is confirmed that a tenant is eligible for assistance, EBCLC or EDC will begin processing their application. Both organizations will use the same application forms, collect the same documents required by the program, and apply the same prioritization structure. To ensure there is no duplication of efforts, EBCLC and EDC will share a spreadsheet listing all tenants in process, and communicate daily.
3. **Prioritization:** In the last week of each month, EDC and EBCLC will meet to review all applications completed thus far and apply the prioritization framework to determine proposed awards using all set criteria. EBCLC and EDC will share the monthly award list with the City and discuss any individual issues/concerns that need additional consideration. Funds may be distributed to applicants who meet the criteria, have all supporting documentation, and as long as funds are available.
4. **Issuance of Checks:** After confirming with the City the list of individuals proposed to be approved based on prioritization, EBCLC and EDC will issue checks and mail them to landlords.

Prioritization Framework

Given the high demand for assistance, it is unlikely that the \$1 million allocated for assistance will be sufficient to meet the needs of the Berkeley community. Therefore, the following prioritization framework will be used, in addition to the minimum eligibility criteria, to determine who receives funds, and at what amount. Additionally, individual monthly rents over \$4,000 will not be considered a priority.

Dated: April 17, 2020

Applicant must answer "Yes" to questions 1-3			
1	Demonstrated decrease of income due to COVID-19	Yes	No
2	Tenant has an unforeseen housing-related expense (may include, rent, future rent, utilities and needed health and safety related home repairs that, if left unaddressed, will jeopardize occupancy).	Yes	No
3	Rental assistance enables tenant to remain housed in current unit for foreseeable future (i.e. tenant has not already expressed intent to vacate unit).	Yes	No
Applicant must answer "Yes" to at least <u>two</u> of the following questions to be considered for HRP funds.			
4	Long-term Berkeley resident (≥ 5 years).	Yes	No
5	Tenant lives in low income housing, holds a Housing Voucher (i.e. S+C or Section 8), lives in a BMR unit.	Yes	No
6	At least one household member is a senior (62+) and/or disabled as defined by the ADA.	Yes	No
7	Current household income is $\leq 50\%$ of AMI.	Yes	No
8	Partial/full custody of a minor child in the home.	Yes	No

Financial Assistance Awards

Initially, assuming there are sufficient funds, EDC and EBCLC will issue rental assistance for a maximum of 2 months of rent – April and May 2020 for all approved applicants. Distributions will be made to tenants in order of when they first contacted the program for assistance. **Grant awards will be determined based on a need-basis.**

Monthly Approval Process Overview

EBCLC and EDC will process as many applications as possible by the last week of the month. The two organizations will then meet and compile a list of all applications completed, the total awards for each, and data for the categories that each applicant chose in the screening process. The organizations will then inform the City of the total cost of the awards for those applicants. After consulting with the City, EBCLC and EDC will issue checks to the landlords of all applicants approved.

This process will be completed on a monthly basis until funds are exhausted.

**EXHIBIT B
FY22-23 Annualized BUDGET**

**Agency: Eviction Defense
Agency Revenue and Expense.**

List Funds by Source	Fiscal Year 2023 7/1/22-6/30/23
REVENUES	
City of Berkeley	\$1,725,000
State /County Funds:	
County of Alameda	\$285,000
City of Oakland	\$1,500,000
City of Richmond	\$125,000
Federal:	
Private/Foundations/Corporation Funds:	
Shriver Foundation	\$75,000
Agency Generated Revenue:	
TOTAL REVENUE	\$3,710,000
Dollar Value of COB In-Kind Contributions	\$50,000
Dollar Value of Non-COB In-Kind Contributions	\$0
Percent City of Berkeley (includes In-Kind)	47%
Percent Other Public	51%
Percent Private/Other	2%
EXPENDITURES	
Salaries and Benefits	\$850,000
Operating Expense	\$300,000
TOTAL EXPENDITURES	\$1,150,000
Fixed Asset Expenditures	\$125,000

EXHIBIT B
FY22-23 Annualized BUDGET
An Amendment to the Previously Approved Annualized FY20-23 Budget

Program: Housing Retention

Personnel Expense		Annualized		MEAS-P		U1 Carryover		CDBG-CV Carryover		GF Carryover		CDBG-CV Carryover		Leveraged Funding		Total Program Budget	
Staff Position	Staff Name	Salary (100% FTE)	\$/hr	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary	%FTE	Salary
Executive Director	Anne Omura	\$100,000	\$48.08	12%	\$12,082.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	88%	\$88,000.00	100%	\$100,082.00
Program Director - Housing Retention	Eric Magana	\$85,000	\$40.87	36%	\$30,576.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		64%	\$54,424.00	100%	\$85,000.00
Intake Specialist	Jose Morales	\$50,000	\$24.04	93%	\$46,634.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		0%	\$0.00	93%	\$46,634.00
Intake/HSP specialist	Kaleena Ngo	\$50,000	\$24.04	28%	\$14,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		72%	\$36,000.00	100%	\$50,000.00
HSP specialist	Kaitlyn Kanazawa	\$50,000	\$24.04	40%	\$20,000.00	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%		0%	\$0.00	40%	\$20,000.00
Subtotal Salaries		\$335,000.00		2.09	\$123,292.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	2.24	\$178,424.00	4.33	\$301,716.00
Taxes and Benefits					\$17,309.00		\$0.00		\$0.00		\$0.00				\$26,323.00		\$43,632.00
Total Personnel Exp					\$140,601.00		\$0.00		\$0.00		\$0.00		\$0.00		\$204,747.00		\$345,348.00
Operating Expense																	
Indirect Costs					\$43,393.00		\$0.00		\$0.00		\$0.00				\$236,607.00		\$280,000.00
Housing Retention Program Grants					\$851,915.00		\$1,900.00		\$71,733.88		\$0.00		\$0.00		\$0.00		\$925,548.88
Housing Retention Program Grants - Flex Funds					\$214,091.00		\$0.00		\$0.00		\$363.73		\$383.53		\$0.00		\$214,838.26
Total Operating Expense					\$1,109,399.00		\$1,900.00		\$71,733.88		\$363.73		\$383.53		\$236,607.00		\$1,420,387.14
Total Expense					\$1,250,000.00		\$1,900.00		\$71,733.88		\$363.73		\$383.53		\$441,354.00		\$1,765,735.14

I certify that all eligible employees are compensated in compliance with Berkeley's Living Wage ordinance.

I certify that I am aware of the City of Berkeley Workforce Standards and Enforcement.

I certify that there is no duplication of benefits at either the program or beneficiary level, and that as part of my contract, I will affirm this by signing the City of Berkeley HCS Duplication of Benefits certification

Revenue Detail

Are City funds being used as a required leverage or match for any other funding source? No

Name of revenue source	Amount of award	Does this revenue source require match funding?	Match % required	Amount of City funds used as match	Describe eligible activities that the funds support
Oakland CDBGCV3	\$150,000	No			
Berkeley Rent Board	\$174,000	No			
Alameda County	\$100,000	No			
Donations	\$17,354	No			
Totals	\$441,354			\$0	

Budget Detail

Staff Position	Budget Line/Staff Name	Budget Detail/Services provided	COB Amount FY2023	Degrees/Certificates/Experience	TB/FP Rqd?	TB/FP Curr?
Executive Director	Anne Omura	Review applications for final approval, make payments	\$12,082	JD, 30 years of legal practice	Yes	N/A
Program Director - Housing Retention	Eric Magana	Oversee and handle intake, collection of documents, correspondence with landlords	\$30,576	9 years' experience, HRP programs	Yes	N/A
Intake Specialist	Jose Morales	intake, collection of documents	\$46,634	1 year of experience	Yes	N/A
Intake/HSP specialist	Kaleena Ngo	Oversee and handle intake	\$14,000	1 year of experience	Yes	N/A
HSP specialist	Kaitlyn Kanazawa	Approve applications, troubleshoot legal issues	\$20,000	1 year of experience	Yes	N/A
	Taxes and Benefits	Employee taxes and medical, dental, and retirement	\$17,309			
	Indirect Costs	Rent, utilities and Other shared program costs.	\$43,393			
	Housing Retention Program Grants	intake, collection of documents	\$925,549			
	Housing Retention Program Grants - Flex Funds	Rent, utilities. Other shared program costs.	\$214,838			

Total MEAS-P for Program: \$1,250,000.00 Total U1 Carryover for Program: \$1,900.00 Total CDBG-CV Carryover for Program: \$71,733.88 Total GF Carryover for Program: \$363.73 Total CDBG-CV Carryover for Program: \$383.53

Total FY Budget (including all programs):

Total FY21 Budget (including all programs): \$2,826,541

Total FY22 Budget (including all programs): \$468,142

Total FY23 Budget (including all programs): \$1,250,000

Total FY20-23 Contract Term NTE: \$4,544,683

METHOD OF PAYMENT

Agencies that have received an allocation from the City of Berkeley may receive an initial advance in July equal to one-fourth of the amount of the allocation budgeted for ongoing operating costs. In order to receive the initial payment agencies must submit the following documentation:

- Advance Payment Terms and Conditions;
- Authorized Signatory;
- Updated insurance;
- Advance payment request; and
- Any overdue reports from prior contract reporting cycles.

Subsequent quarterly payments will be released only after contract execution and receipt and approval of previous quarter's statement of expenses and narrative summary reports as indicated on report sections in Exhibit A.

The agency is responsible for submitting

1. a CITY OF BERKELEY COMMUNITY AGENCY REQUEST FOR ADVANCE PAYMENT by September 15th, December 15th, and March 15th for the remainder to be paid as one-fourth of the annual allocation for ongoing operating costs; and
2. a CITY OF BERKELEY COMMUNITY AGENCY STATEMENT OF EXPENSE verifying the use of the contract funds by the last working day of the month in October, January, and April, and August.

The City reserves the right to require contractor to submit monthly invoices with backup documentation in certain situations, i.e., new contractors, contractors, contractors that have previously had difficulties with financial reporting requirements or fail to comply with reporting requirements. Contractor will be notified if the Method of Payment differs from that stated above.

An official website of the United States government
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e.g. 1606N020Q02

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- Exact Phrase [i](#)

e.g. 1606N020Q02

"Eviction defense center" x

Federal Organizations

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Status



Active

Inactive

Reset 



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General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-09-2022

GROUP:
POLICY NUMBER: 1483050-2022
CERTIFICATE ID: 25
CERTIFICATE EXPIRES: 02-01-2023
02-01-2022/02-01-2023
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 24 DATED 02-01-2022

CITY OF BERKELEY
2180 MILVIA ST FL 2
BERKELEY CA 94704-1122

NA

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy

[Handwritten signature of Authorized Representative]

Authorized Representative

[Handwritten signature of President and CEO]

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2022-02-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF BERKELEY

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-09-2022 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2022-03-04 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF BERKELEY

EMPLOYER

COLLECTIVE LEGAL SERVICES, INC. THE EVICTION DEFENSE CENTER A NON-PROFIT (A NONPROFIT MUTUAL BENEFIT CORP.) 350 FRANK H OGAWA PLZ STE 703 OAKLAND CA 94612

[LIN.CS]



COLLE-2

OP ID: TC

DATE (MM/DD/YYYY)
10/11/2022

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DCD Financial & Insurance Svcs P.O. Box 4209 1123 Soquel Ave Santa Cruz, CA 95062 Marco Martinez - House 831-423-8542	CONTACT NAME: Marco Martinez - House PHONE (A/C, No, Ext): 831-423-8542 FAX (A/C, No): 831-423-5714
	E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: Hartford Insurance Company NAIC #: 30104
INSURED Collective Legal Services The Eviction Defense Center Anne Omura 350 Frank Ogawa Plaza Ste 703 Oakland, CA 94612	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X X	57SBAGH1649	05/29/2022	05/29/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		57SBAGH1649	05/29/2022	05/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ PROPERTY 22,800

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Berkeley, its officers, agents, volunteers and employees are named as additional insured per the business liability and auto liability coverage per form SS0008 attached to this policy, with respects to the operations of the named insured. 30 day notice of cancellation applies.

CERTIFICATE HOLDER CITY218 City of Berkeley 2180 Milvia Street, Second Flr Berkeley, CA 94704	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. AUTHORIZED REPRESENTATIVE
--	--

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C. - Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. - Liability And Medical Expenses Definitions**.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. - Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C. - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B. – Exclusions**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. Any Insured**
To any insured, except "volunteer workers".
- b. Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVER FORM

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

AIX Specialty Insurance Company
2 Waterside Crossing, Suite 400, Windsor, CT 06095
Lawyers Professional Liability Policy
(NLADA Insurance Program)

NOTICE: THIS IS A **CLAIMS-MADE AND REPORTED POLICY**. PLEASE READ THE POLICY CAREFULLY.

THE LIMIT OF LIABILITY AVAILABLE TO PAY **DAMAGES** WILL BE REDUCED BY AMOUNTS WE PAY FOR **CLAIM EXPENSES** AS DEFINED IN THE POLICY. FURTHER NOTE THAT AMOUNTS INCURRED FOR **DAMAGES** ARE SUBJECT TO THE **DEDUCTIBLE**.

FOR SURPLUS LINES POLICYHOLDER NOTICE - PLEASE SEE PAGE 3

DECLARATIONS

Item 1. Named Insured: Collective Legal Services, The Eviction Defense Center

Item 2. Primary Location: 350 Frank Ogawa Plaza, Suite 703, Oakland, CA 94612

Item 3. Policy Period 7/7/2022 12:01 AM to 7/7/2023 12:01 AM

Coverage Summary

This policy includes only those Coverages designated with a "Yes" as "Included" in the Coverage Summary set forth below. If neither "Yes" nor "No" is designated for a listed Coverage, such Coverage is "Not Included."

Item 4. Coverage/Limit of Liability	Item 5. Deductible	Included (Yes/No)	Item 6. Premium
Lawyers Professional Liability \$1,000,000 Each Claim and \$1,000,000 in the aggregate Retroactive Date: Full Prior Acts	\$1,000 Annual Aggregate	Yes	\$4,480.00
Management Liability Errors and Omissions Endorsement \$1,000,000 Each Claim and \$1,000,000 in the aggregate Retroactive Date: 07/07/2018	\$1,000 Annual Aggregate	Yes	\$1,792.00
Primary Pro Bono Endorsement Retroactive Date: Full Prior Acts		Yes	\$0.00

AIX Specialty Insurance Company
2 Waterside Crossing, Suite 400, Windsor, CT 06095
Lawyers Professional Liability Policy
(NLADA Insurance Program)

Coverage Summary (con't)

This policy includes only those Coverages designated with a "Yes" as "Included" in the Coverage Summary set forth below. If neither "Yes" nor "No" is designated for a listed Coverage, such Coverage is "Not Included."

Item 4. Coverage/Limit of Liability	Item 5. Deductible	Included (Yes/No)	Item 6. Premium
Additional Insured(s) Endorsement (see Schedule)			
Cancellation Notification Endorsement			
Policy Premium:			\$6,272.00
Surcharges/Taxes:			
Surplus Lines Tax			\$188.16
Stamping Fee			\$15.68
Total Amount Due:			\$6,475.84

Item 7. Forms Attached at Issue:

914-0002CA 02 13 LPL	AIX OFAC 08 12	914-0001CV-CA 09 10	914-0001 09 10	SIG-0001 0910SL
XIL0002 06 07	AIX CLRG 08 16	914-0020 09 10	914-0027 01 12	914-0021 01 12

Item 8. Forms Attached by Endorsement:

Item 9. NOTICE OF A CLAIM: Report any claim or potential claim to the Company as required by Section G.
DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S):

AIX Specialty Insurance Company
P.O. Box 2679
Grand Rapids, MI 49501-2679

Lawyers Professional Liability Claims Telephone No.: 800-558-6688
Facsimile: 616-643-1079
Report a claim online: www.hanover.com/hpro/lpli

The Declarations, the Professional Liability Coverage(s), and any endorsement attached thereto, constitute the entire agreement between the Company and the Insured.

AIX Specialty Insurance Company
2 Waterside Crossing, Suite 400, Windsor, CT 06095
Lawyers Professional Liability Policy
(NLADA Insurance Program)

SURPLUS LINES DISCLOSURE

CALIFORNIA SURPLUS LINES POLICYHOLDER NOTICE:

- 1. THE INSURANCE POLICY THAT YOU HAVE PURCHASED IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED “NONADMITTED” OR “SURPLUS LINE” INSURERS.**
- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC’S INTERNET WEBSITE AT WWW.NAIC.ORG.**
- 5. FOREIGN INSURERS SHOULD BE LICENSED BY A STATE IN THE UNITED STATES AND YOU MAY CONTACT THAT STATE’S**

DEPARTMENT OF INSURANCE TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

6. FOR NON-UNITED STATES (ALIEN) INSURERS, THE INSURER SHOULD BE LICENSED BY A COUNTRY OUTSIDE OF THE UNITED STATES AND SHOULD BE ON THE NAIC'S INTERNATIONAL INSURERS DEPARTMENT (IID) LISTING OF APPROVED NONADMITTED NON-UNITED STATES INSURERS. ASK YOUR AGENT, BROKER, OR "SURPLUS LINE" BROKER TO OBTAIN MORE INFORMATION ABOUT THAT INSURER.

7. CALIFORNIA MAINTAINS A LIST OF APPROVED SURPLUS LINE INSURERS. ASK YOUR AGENT OR BROKER IF THIS INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE INTERNET WEBSITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: WWW.INSURANCE.CA.GOV.

8. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER'S FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.



**U.S. TREASURY DEPARTMENT'S
OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")**

ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this policyholder notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

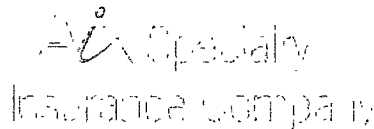
This notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this notice carefully.**

The Office of Foreign Assets Control ("OFAC") administers and enforces sanctions policy, based on Presidential Declarations of National Emergency.

OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site: <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated United States sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC.

Other limitations on the premiums and payments also apply.



A Member of the Hanover Insurance Group

a stock insurance company located at:
2 Waterside Crossing
Suite 400
Windsor, CT 06095

Surplus Lines

Lawyers Professional Liability Insurance Policy
(NLADA Insurance Program)

SURPLUS LINES DISCLOSURE

CALIFORNIA SURPLUS LINES POLICYHOLDER NOTICE:

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- 2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT THAT APPLY TO CALIFORNIA LICENSED INSURERS.**
- 3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.**
- 4. THE INSURER SHOULD BE LICENSED AS A FOREIGN INSURER IN ANOTHER STATE IN THE UNITED STATES OR AS A NON-UNITED STATES (ALIEN) INSURER. YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER, OR “SURPLUS LINE” BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE AT THE FOLLOWING TOLL-FREE**

NUMBER: 1-800-927-4357. ASK WHETHER OR NOT THE INSURER IS LICENSED AS A FOREIGN OR NON-UNITED STATES (ALIEN) INSURER AND FOR ADDITIONAL INFORMATION ABOUT THE INSURER. YOU MAY ALSO CONTACT THE NAIC'S INTERNET WEBSITE AT WWW.NAIC.ORG.

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IMPORTANT NOTICE

This is a CLAIMS-MADE AND REPORTED policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and first reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a “defense within limits” policy with claim expenses included within the limit of liability. The limit of liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible.

Please read this policy carefully.

**LAWYER PROFESSIONAL LIABILITY INSURANCE POLICY
SURPLUS LINES
(NLADA INSURANCE PROGRAM)**

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LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY

This is a **CLAIMS-MADE AND REPORTED** policy. Subject to the terms, conditions, exclusions and limitations of this policy, coverage is limited to liability for only those claims that are first made against you and reported to us in writing after the retroactive date and during the policy period or any optional extended reporting period, if exercised by you.

This is a "defense within limits" policy with claim expenses included within the Limit of Liability. The Limit of Liability available to pay damages will be reduced by amounts we pay for claim expenses as defined in the policy. Further note that amounts incurred for claim expenses and damages are subject to the deductible. Please read this policy carefully.

Throughout this policy, the terms **we**, **us** and **our** refer to the **company** providing this insurance. The terms **you** and **your** refer to the persons and entities insured under this **policy**. Other terms in bold print have special meaning and are defined in the **policy**.

A. COVERAGE

1. PROFESSIONAL SERVICES COVERAGE

We will pay on **your** behalf those sums in excess of the deductible which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering of or failure to render **professional services**, provided that:

- a. The **wrongful act** must have first occurred on or after either the applicable **retroactive date(s)** or the date any **insured** against whom the **claim** is made became an employee, volunteer, member, or lawyer of, to, or otherwise affiliated with the **named insured**, whichever is more recent;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this **policy** or prior to the inception date of the first Lawyers Professional Liability Insurance **policy** we issued to **you** and continuously renewed;
- c. There is no prior policy (or policies) which provides insurance for such liability or **claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or **claim**, in which event this **policy** will be excess over such coverage, whether such prior policies afford primary, excess, contingent or umbrella insurance, and subject to this **policy's** terms, Limit of Liability, deductible, exclusions, endorsements and conditions; and
- d. The **claim** or **potential claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

2. DISCIPLINARY PROCEEDINGS COVERAGE

We will pay up to \$50,000 in **disciplinary proceeding expenses** per **policy period**, regardless of the number of **disciplinary proceedings** commenced against **you** and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, subject to the following:

- a. We will not pay any **damages** incurred as a result of **disciplinary proceedings**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the investigation or proceeding;
- c. Any payment made hereunder will not be subject to the deductible and will not reduce any applicable Limit of Liability.

For purposes of this section, reporting a preliminary investigation or a request for an investigation will be considered the same as reporting a **disciplinary proceeding**. However, **we** have no obligation under this section until the reported investigation is elevated to a **disciplinary proceeding**.

3. SUBPOENA ASSISTANCE COVERAGE

In the event **you** receive a subpoena for documents or testimony arising out of **professional services**, and **you** would like **our** assistance in responding to the subpoena, **you** may provide **us** with a copy of the subpoena, and **we** at **our** sole discretion may retain an attorney to provide advice regarding the production of documents, to prepare **you** for sworn testimony, and to represent **you** at any related deposition of **you**, provided that:

- a. The subpoena arises out of a lawsuit to which **you** are not a party; and
- b. **You** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

If **we** retain an attorney pursuant to the above, **we** will pay such attorney's legal fees and costs. Such payments are included in the Limit of Liability and are subject to the deductible. Any notice **you** give to **us** of such subpoena will be deemed notification of a **potential claim**.

4. PRE-CLAIM ASSISTANCE COVERAGE

Until the date a **claim** is made, **we** will pay all costs or expenses **we** incur at **our** sole discretion as a result of investigating a **potential claim** that **you** report to **us**. Such payments are included in the Limit of Liability and are subject to the deductible.

5. EQUITABLE RELIEF DEFENSE COVERAGE

We will pay up to \$50,000 to defend any demand for **equitable relief**, regardless of the number of such demands commenced against **you** and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, subject to the following:

- a. **We** will not pay any **damages** incurred as a result of **equitable relief**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the demand;
- c. Any payment made hereunder will be included in the Limit of Liability and will be subject to the deductible.

B. DEFENSE, SETTLEMENT & EXHAUSTION OF LIMITS (INCLUDED IN THE LIMIT OF LIABILITY)

We have the right to appoint counsel, and the exclusive right to defend any **claim** made under this **policy**, even if the allegations are groundless, false or fraudulent until there is a final adjudication against **you**. **You** may recommend counsel to **us**. **We** may accept that recommendation of counsel and such acceptance will not be unreasonably withheld. **We** are not obligated to defend any criminal investigation, criminal proceeding or prosecution against **you**. If a **claim** is not covered under this **policy**, **we** will have no duty to defend it.

Payment of **claim expenses** will reduce the amounts available to pay **damages**. **Our** duty to defend any **claim** or pay any amount as **damages** or **claim expenses** will cease when **our** Limit of Liability has been exhausted. Upon exhaustion of the Limit of Liability, **we** will tender control of the defense to the **named insured**. The **named insured** agrees to accept this tender of defense.

We will not settle a **claim** without the consent of the **named insured**, which will not be unreasonably withheld. If the **named insured** refuses to consent to a settlement **we** recommend that is acceptable to the claimant, then **our** liability for the **claim** will not exceed the amount for which the **claim** could have been settled, plus the **claim expenses** incurred up to the date of such refusal, or the applicable Limit of Liability, whichever is less. After the time of the **named insured's** refusal, **we** will have the right to withdraw from further defense of the **claim** by tendering control of the defense to the **named insured** who will be responsible for all **damages** and **claims expenses** incurred thereafter. For the purpose of this section, settlement includes, but is not limited to, any resolution of a **claim** that would have occurred as a result of any court-ordered process which the **named insured** chose not to accept.

The **named insured** is responsible for any fees or costs charged by a lawyer defending **you** or any other expenses incurred without **our** written consent.

C. LIMIT OF LIABILITY AND DEDUCTIBLE

1. LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** and **claim expenses** arising out of a single **claim** or a series of **related claims**, regardless of the number of persons or entities insured under this **policy**, number of **claims** made or the number of persons or entities making **claims** during the **policy period** or during any **extended reporting period**, if any.

If **related claims** are subsequently made against **you** and reported to **us**, all such **related claims**, whenever made, will be considered a single **claim** first made and reported to **us** within the **policy period** in which the earliest of the **related claims** was first made and reported to **us**.

The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** and **claim expenses** for all **claims** under this **policy**.

The Limit of Liability for any **extended reporting period** will be part of, and not in addition to, the Limit of Liability set forth in the Declarations.

2. DEDUCTIBLE

- a. **You** will pay the deductible amount shown in the Declarations. The deductible amount is the most **you** will pay in the aggregate for the sum of all **damages** for all **claims** first made and reported to **us** during the **policy period** or any **extended reporting period**, if applicable. Each of **you** is jointly and severally liable for these payments. **We** will not be required to make any payment for settlements reached or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.
- b. If **you** and **we** agree to use **mediation** to resolve any **claim** brought against **you** and if the **claim** is resolved by **mediation** within sixty (60) days after **you** receive the suit or demand, **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any reduction is \$10,000.

3. REIMBURSEMENT

You will be liable for amounts **we** have paid in settlement of **claims** or satisfaction of judgments in excess of the Limit of Liability. In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for **claims expenses** or **damages** and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for the deductible and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

4. MULTIPLE INSURED, CLAIMS AND CLAIMANTS

The inclusion of more than one **insured** under this **policy** or the making of **claims** or the bringing of suits by more than one person or entity will not operate to increase the Limit of Liability set forth in the Declarations. If additional **claims** are subsequently made against the **insured** and reported to **us**, and arise out of the same, related or continuing **acts** as the **claim** already made and reported to **us**, all such **claims**, whenever made, will be deemed first made and reported to **us** within the **policy period** or the **extended reporting period** in which the earliest **claim** arising out of such **acts** was first made and reported to **us**, and will be subject to the Limit of Liability set forth in the Declarations.

D. DEFINITIONS

Claim means a demand or suit for money or services **you** receive, including any arbitration proceedings to which **you** are required to submit or to which **you** have submitted with **our** consent;

Claim expenses means all expenses **we** incur or authorize in writing for the investigation, adjustment, defense or appeal of a **claim**. These expenses include fees charged by a lawyer, mediator or arbitrator with **our** consent for which **you** are obligated. **Claim expenses** also means premiums for any appeal bond, attachment bond or similar bond but without any obligation of the **company** to apply for or furnish any such bond. **Claim expenses** does not include salaries, wages, fees, overhead or benefit expenses associated with **our** employees, or with any **insured** or **insured's** employees. **We** will determine the reasonableness of **claims expenses**. **Claims expenses** are included within, and not in addition to, the Limit of Liability set forth in the Declarations, unless specifically excepted elsewhere in this **policy**.

Company means the insurance company that issued this **policy**, as shown on the Declarations or referred to herein as **we**, **us**, or **our**.

Damages means monetary judgments, awards or settlements unless otherwise excluded. **Damages** includes pre-judgment interest; and post judgment interest that accrues after entry of judgment and before **we** have paid, offered to pay or deposited in court that part of the judgment within the applicable Limit of Liability.

Damages does not include fines, sanctions, or punitive or exemplary damages or the multiple portions thereof.

Damages does not include any costs or expenses in complying with any demand for or award of **equitable relief**, even if such compliance is compelled as a result of a judgment, award or settlement.

Damages does not include any costs or expenses relating to **your**:

1. Return, restitution or reduction of professional fees;
2. Fees owed from third parties;
3. Fees to third parties; or
4. Correcting, re-performing or completing any **professional services**.

Disciplinary proceeding expenses means all expenses **we** or, with **our** prior written consent, **you** incur in investigation, defense or appeal of any **disciplinary proceeding**.

Disciplinary proceeding means any grievance proceeding, judicial proceeding, disciplinary proceeding or formal administrative or regulatory proceeding brought against **you** and alleging professional misconduct or ethical violations in the performance of **your professional services**.

Equitable relief means a remedy not involving the payment of monetary **damages**.

Extended reporting period means an additional period of time for reporting **claim(s)**. The **extended reporting period** starts on the **policy termination date** and ends at the **extended reporting period** expiration date.

Insured means:

1. The **named insured**; or
2. Any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who was, is or becomes a partner, officer, director, stockholder-employee, associate, manager, member, employee or volunteer of the **named insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured**; or
3. Any non-lawyer who was or is an employee, independent contractor or volunteer of the **named insured** solely while acting on behalf of the **named insured**; or
4. The **insured's** heirs, assigns, spouse or domestic partner, and legal representatives in the event of the **insured's** death, incapacity or bankruptcy to the extent that the **insured** would have been covered.
5. Any organization which provides funding to the **named insured**, but only to the extent that a **claim** is made against it for a **wrongful act** performed by the **named insured**; however, there shall be no coverage afforded to any such entity as a result of its independent **wrongful acts**.

Loss means **claim expenses**, **damages** and **disciplinary proceeding expenses** and does not include **equitable relief**.

Mediation means the non-binding intervention of a qualified neutral third party to resolve disputes between **you** and the other party(ies) to a **claim** who is chosen by **you** and the other party(ies) to a **claim** with agreement by **us**.

Named insured means the entity designated as such on the Declarations.

Personal injury means:

1. False arrest, detention or imprisonment;
 2. Wrongful entry, eviction or other invasion of private occupancy;
 3. Malicious prosecution;
 4. Abuse of process;
 5. The publication or utterance of libel, slander or other defamatory or disparaging material; or
 6. A publication in violation of a person's right of privacy; and
- arising out of a **wrongful act** in **your** rendering of or failure to render **professional services**.

Policy means this policy form, the Declarations, and any endorsement to the policy issued by **us**, and **your** application, including all supplements.

Policy period means the period from the effective date of the **policy** to the **policy termination date**.

Policy termination date means the expiration date of the **policy** as shown on the Declarations or the cancellation date of the **policy**, if applicable, whichever is earlier.

Potential claim means any **wrongful act** or any facts or other circumstances which may subsequently give rise to a **claim**.

Professional services means:

1. Services **you** render as a lawyer, mediator, arbitrator, notary public, administrator, conservator, receiver, executor, guardian, trustee, or in any similar fiduciary capacity, but only if the services **you** render are those ordinarily performed by a lawyer
2. Other services adjunct to those legal services described above;
3. Services **you** render as a lawyer as a mediator or arbitrator, speaker, or author of legal treatises;
4. **Your** activities as a member of a formal accreditation, ethics, peer review, licensing board, standards review, bar association or similar professional board or committee.

Professional services does not include:

1. Services **you** provide as a public official or an employee or representative of a governmental body, subdivision or agency. This exclusion does not apply if **your** status is due only to the legal services **you** render under contract;
2. Services **you** provide as a notary in which **you** provide notarization without the signor being present;
3. Services **you** provide in relation to or as the promoter, seller or solicitor of securities, real estate, or other investments; or
4. Any of **your** activities as an Insurance Broker or Agent or Real Estate Broker or Agent.

Related wrongful acts means all **wrongful acts** in the rendering of **professional services** that are temporally, logically or causally connected by any common fact, circumstance, situation, transaction, event, advice or decision.

Related claims mean all **claims** arising out of a single or series of **wrongful acts** or arising out of **related wrongful acts** in the rendering of **professional services**.

Retroactive date refers to the date shown on the Declarations for the **named insured** firm. **Wrongful acts** that occurred prior to the **retroactive date** are not covered by this **policy**.

Wrongful act means any actual or alleged negligent act, error, omission, misstatement or **personal injury** committed in **your professional services**.

E. EXCLUSIONS

This **policy** does not apply to **claim(s)**:

1. Based upon or arising out of, or relating directly or indirectly to:
 - a. Any **insured** committing any intentional, dishonest, criminal, malicious or fraudulent act or omission. However, this exclusion does not apply to **personal injury**;
 - b. Any **insured** gaining any profit, remuneration or advantage to which such **insured** was not legally entitled; or

The above exclusions will not apply until a final adjudication establishes **a.** or **b.** above;

- c. Any breach of fiduciary duty including:
 - 1) Any breach of responsibility, or obligation, or alleging activities **you** performed in connection with any employee benefit or pension plan, including violations of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, or similar statutory or common law of the United States of America or any state or jurisdiction therein; or
 - 2) Any breach by a former, existing or prospective officer, director, shareholder, partner, manager, member, or trustee of any entity including pension, welfare, profit-sharing, mutual or investment fund or trust, if such entity is not named in the Declarations. However, this exclusion does not apply if **you** are deemed to be a fiduciary solely because of legal advice rendered or that should have been rendered with respect to an employee benefit plan;
- d. Any **loss** sustained by an **insured** or **claim** made against an **insured** as beneficiary or distributee of any trust or estate;

- e. Any liability **you** assume under any contract or agreement; however, this exclusion does not apply to liability **you** would have in the absence of such contract or agreement;
 - f. Any actual or alleged conversion, commingling, defalcation, misappropriation, intentional or illegal use of funds, monies or property; or inability or failure to pay or collect any funds, notes, drafts, or other negotiable instruments; or any resulting deficiency or default;
2. Arising out of or based upon;
 - a. Any discrimination on any basis, including, but not limited to: race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy, or any other basis prohibited by law; or
 - b. **Your** sexual contact or conduct or the threat of sexual contact or conduct;
 3. Arising out of a **claim** by any **insured** under this **policy** against any other **insured** under this **policy**;
 4. Arising out of or made by any entity not named in the Declarations in which **you**:
 - a. Hold any interest as a partner, member, principal or stockholder; or
 - b. Are an employee; or
 - c. Directly control, operate or manage.

F. EXTENDED REPORTING PERIOD

1. AUTOMATIC EXTENDED REPORTING PERIOD

The **named insured** will be entitled to an automatic **extended reporting period** for no additional premium. This extension is applicable to any **claim** made against **you** during the **policy period** and reported to **us** in writing during the sixty (60) days immediately following the **policy termination date**.

2. OPTIONAL EXTENDED REPORTING PERIOD

We will provide an optional **extended reporting period** as described below:

- a. If this **policy** is canceled, terminated or nonrenewed, the **named insured** will have the right, upon payment of an additional premium, to an extension of the reporting period for any **claim** against **you** first made and reported after the date upon which the **policy period** ends, but only with respect to **wrongful acts** committed after the applicable **retroactive date** and prior to the end of the **policy period** and otherwise covered by this **policy**. Such period will be referred to as the optional **extended reporting period**.
 - 1) The additional premium for the optional **extended reporting period** will be based upon the rates in effect on the date this **policy** was issued or last renewed and will be for one (1) year at 100% of such premium; two (2) years at 150% of such premium; three (3) years at 175% of such premium; six (6) years at 225% of such premium; or, for an unlimited period at 250% of such premium.
 - 2) **The named insured** must request the optional **extended reporting period** in writing and must pay **us** the additional premium within sixty (60) days following the date of such cancellation, termination or nonrenewal. If **we** do not receive **your** request and premium payment within sixty (60) days following the date of such cancellation, termination or nonrenewal, the **named insured's** right to purchase the optional **extended reporting period** will cease.
 - 3) If **we** cancel or refuse to renew this **policy** due to:
 - a) Non-payment of premiums; or
 - b) Non-compliance by the **named insured** with any of the terms and conditions of this **policy**; or
 - c) Any misrepresentation or omission in the application for this **policy**; or
 - d) If at the time this right could be exercised by the **named insured**, such entity has been seized or disbanded at the request of any regulatory authority;
 the **named insured's** right to purchase the optional **extended reporting period** will cease.
- b. All premiums paid for an optional **extended reporting period** will be deemed fully earned as of the first day of the optional **extended reporting period**. The optional **extended reporting period** may not be canceled.

- c. The optional **extended reporting period** is non-renewable. The optional **extended reporting period** purchased must follow immediately after the expiration of the **policy**.
- d. **Our** offer of renewal terms, conditions, Limit of Liability and/or premiums different from those of the expiring **policy** will not constitute refusal to renew.
- e. The optional **extended reporting period** will not increase any Limit of Liability stated in the Declarations. For the purpose of **policy** limits, the reporting periods are part of, not in addition to, the **policy period**.

G. DUTIES IN THE EVENT OF CLAIM(S) OR POTENTIAL CLAIM(S)

1. NOTICE OF CLAIM OR DISCIPLINARY PROCEEDING

- a. If **you** receive notice of a **claim**, **you** and any other involved **insured(s)** must provide to **us** written notice of the **claim**, with full details including the date received, the claimant's name and address, the dates and nature of retention, and the alleged **wrongful act** as soon as practicable, but in no event later than sixty (60) days after such **claim** is first made.
- b. **You** and any other involved **insured** must:
 - 1) Immediately send **us** copies of any demands, notices, summonses or legal papers received in connection with the **claim** or **disciplinary proceeding**;
 - 2) Authorize **us** to obtain records and other information;
 - 3) Cooperate with **us** in the investigation, defense or settlement of the **claim** or **disciplinary proceeding**;
 - 4) Cooperate with **us** in the investigation of coverage for the **claim** or **disciplinary proceeding**; and
 - 5) Assist **us**, upon **our** request, in the enforcement of any right against any person or entity which may be liable to **you** because of **damages** to which this insurance may apply.
- c. No **insured** will, except at that **insured's** own cost, voluntarily make a payment, assume any obligation, agree to a settlement or incur any expense related to a **claim** or **disciplinary proceeding** without **our** consent.

2. NOTICE OF POTENTIAL CLAIM OR DISCIPLINARY PROCEEDING

- a. If, during the **policy period**, **you** become aware of a **wrongful act** or any facts or other circumstance that occurred on or after the **retroactive date** but prior to the end of the **policy period** which may reasonably be expected to subsequently give rise to a **claim** or **disciplinary proceeding** against **you**, **you** may give **us** written notice as soon as practicable of the **potential claim** or **disciplinary proceeding**. To the extent possible notice should include:
 - 1) Where the **wrongful act** took place and any facts or circumstance concerning the **wrongful act**; and
 - 2) The names and addresses of any persons and entities involved.
- b. Any **claim** or **disciplinary proceeding** arising out of the **wrongful act**, facts or circumstance which is subsequently made against **you** will be deemed to have been first made at the time **we** received such written notice of the **potential claim** or **disciplinary proceeding** from **you**, if **we** receive proper notice of the **potential claim** or **disciplinary proceeding** according to Paragraph a. above.

H. CONDITIONS

1. CANCELLATION AND NON RENEWAL

- a. **We** may cancel this **policy** by mailing to the **named insured's** last known address, with postage fully prepaid:
 - 1) Ten (10) days written notice of cancellation for nonpayment of premium or deductible; or
 - 2) Thirty (30) days written notice of cancellation for reasons other than nonpayment of premium; and
 - 3) Whether or not **we** offer a return of unearned paid premium or assessment.
- b. The **named insured** may cancel this **policy** for itself and all other **insureds** by written notice to **us** stating when thereafter the cancellation will be effective. If this **policy** is cancelled, earned premium will be computed in accordance with the customary short rate proportion of the premium.

- c. **We** are not required to renew this **policy**. However, **we** will send written notice of **our** intent to nonrenew this **policy** to the **named insured** at least thirty (30) days prior to expiration of the **policy period**. **We** will extend the period of coverage of the current **policy** at the expiring premium to comply with this notice requirement. The earned premium for any period of coverage beyond the expiration date will be considered pro rata based upon the rates in effect at the inception date of the expiring **policy**.
- d. **We** will not amend the **retroactive date(s)** during a period of continuous coverage.

2. REPRESENTATIONS AND APPLICATION

By accepting this **policy** you agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based on representations **you** made in **your** application for this insurance **policy**;
- c. The representations made in **your** application are the basis of this **policy** and are to be considered as incorporated into and constituting a part of this **policy**;
- d. Those representations are material to the acceptance of the risk **we** assumed under this **policy**;
- e. **We** have issued this **policy** in reliance upon the truth, accuracy and completeness of such representations;
- f. The application will be interpreted as a separate application for coverage by each **insured**. No statement in the application, fact pertaining to or knowledge possessed by any **insured** will be imputed to any other **insured** for the purpose of determining if coverage is available; and
- g. Statements in the application, facts pertaining to or knowledge possessed by the individual signing the application will be imputed to the **named insured**.

3. LEGAL ACTION AGAINST US

No person or entity has a right under this **policy**:

- a. To join **us** as a party or otherwise bring **us** into a suit asking for **damages** from an **insured**; or
- b. To sue **us** on this **policy** unless all of its terms have been fully complied with.

A person or entity may sue **us** to recover on an agreed settlement or on a final judgment against an **insured**; but we will not be liable for **damages** that are not payable under the terms of this **policy** or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by **us**, the **insured** and the claimant or the claimant's legal representative.

4. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If **you** have rights to recover all or part of any payment **we** have made under this **policy**, these rights are transferred to **us**. **You** must do nothing after a **loss** to impair **our** rights to seek or obtain recovery from others. At **our** request, **you** will sue those responsible or transfer those rights to **us** and help **us** enforce them. In the event of any payment under this **policy**, **we** will be subrogated to the extent of such payment to all of **your** rights of recovery. **You** will execute and deliver such instruments and papers and do whatever else is necessary to secure such rights and will do nothing to prejudice or compromise such rights without **our** express written consent.

5. ASSIGNMENT

No change in, modification of or assignment of interest in this **policy** will be effective except when made by a written endorsement to the **policy**.

6. SOLE AGENT FOR THE INSURED

By accepting this **policy**, **you** agree that only the **named insured** is authorized to act on behalf of all **insureds** with respect to the following: consenting to settlement or releasing rights under this **policy**, payment for premiums, receiving return premiums, giving or receiving notice of cancellation or nonrenewal, requesting any optional **extended reporting period** and agreeing to any changes in this insurance **policy**. Each **insured** agrees that the **named insured** will act on its or their behalf with respect to such matters.

7. COVERAGE TERRITORY AND VALUATION

- a. This **policy** applies to a **wrongful act** committed anywhere in the world.

- b. All premiums, limits, deductibles, **loss** and other amounts are expressed and payable in the currency of the United States of America. If a judgment is rendered, a settlement is denominated or another element of **loss** under this **policy** is stated in a currency other than the United States of America dollars, payment under this **policy** will be made in United States of America dollar equivalent determined by the rate of exchange published in the *Wall Street Journal* on the date the judgment becomes final, the amount of the settlement is agreed upon or any element of **loss** is due, respectively.

8. OTHER INSURANCE

- a. If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b. When this insurance is excess **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against the **claim**. If no other insurer defends **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.
- c. When this insurance is excess over other insurance we will pay only our share of the amount of **loss**, if any, that exceeds the sum of:
 - 1) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
 - 2) The total of all deductibles, self-insurance and retentions under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **policy**.

9. TWO OR MORE POLICIES, COVERAGE PARTS, OR ENDORSEMENTS ISSUED BY US

It is **our** stated intention that this **policy** and any other **policy**, coverage part or endorsement issued by **us**, or by another member of The Hanover Insurance Group will not provide duplication or overlap of coverage for the same **claim**. If this **policy** and any other **policy** issued by **us**, or by another member of The Hanover Insurance Group, to **you**, apply to the same **claim**, then, **Condition 8. Other Insurance** notwithstanding:

- a. **We** will not be liable under this **policy** for a greater proportion of the **loss** than the applicable Limit of Liability of this **policy** bears to the sum of the total Limits of Liability of all such policies; and
- b. The maximum amount payable under all such policies combined will not exceed the highest applicable Limit of Liability under any one **policy**.

10. ALLOCATION

If **you** incur both **loss** covered by this **policy** and **loss** not covered by this **policy** on account of any **claim** because such **claim** includes both covered and non-covered matters, coverage with respect to such **claim** will apply as follows:

- a. 100 percent of **claim expenses** on account of the **claim** will be considered covered **loss**; and
- b. **We** will fairly allocate all remaining **loss** that **you** incurred on account of such **claim** between covered **loss** and non-covered **loss**.

11. SEPARATION OF INSURED

Except with respect to the Limit of Liability, deductible and any rights or obligations assigned to the **named insured**, this insurance applies:

- a. As if each **insured** were the only **insured**; and
- b. Separately to each **insured** against whom a **claim** is made.

12. CONFORMANCE TO STATUTE

The terms of this **policy** which are in conflict with the statutes of the state in which this **policy** is issued are amended to conform to those statutes.

13. SECTION TITLES

The titling of sections and paragraphs within this **policy** is for convenience only and will not be interpreted as a term or condition of this **policy**.

14. INNOCENT INSURED

In the event that coverage under this **policy** would be excluded, suspended or lost because any of **you** concealed a **claim** from **us**, **we** will cover any other of **you** who did not participate in, acquiesce in or fail to promptly notify **us** of this concealment, provided that **you** complied with all other **policy** provisions.

In the event that coverage under this **policy** would be excluded, suspended or lost because of a dishonest, criminal, malicious, or fraudulent act, error, or omission by one or more of **you**, **we** will cover any other of **you** who did not participate in, acquiesce in or fail to take appropriate action when **you** discovered the conduct, provided that **you** complied with all other **policy** provisions.

We have the right to recover against any **insured** responsible for dishonest, criminal, malicious or fraudulent acts errors, omissions, or discrimination, or concealment, or any other illegal act, whether or not intentional, for any **claim expenses** or **damages** paid under this section.

15. POLICY DISPUTES

If there is a dispute between **you** and **us** in the interpretation, validity, construction or enforceability of this **policy**, the dispute will be referred to **mediation** prior to the initiation of any legal proceeding. **We** both agree to meet with a qualified mediator in a good faith effort to negotiate a resolution of the dispute unless **we** and **you** both agree in writing to waive this provision. **We** and **you** agree to split the cost of the mediator equally. If **you** and **we** cannot agree on the specifics of the **mediation**, including but not limited to date, time, and/or mediator, the mediation process will instead follow the Commercial Mediation Procedures of the American Arbitration Association in effect at the inception of this **policy**. The **mediation** will continue until the dispute is resolved; or the mediator notifies **you** and **us** that it is unlikely that the dispute will be resolved through **mediation**; or any party elects to end the mediation.

You have thirty (30) days to accept **our** written invitation to participate in **mediation**. Refusal to participate in **mediation**, respond to a request to participate in **mediation**, or, after agreeing to participate, refusal to agree to terms of **mediation**, or to pay **your** share of **mediation** expenses will result in a waiver of this clause.

16. BANKRUPTCY

You or **your** estate's bankruptcy or insolvency does not relieve **us** of **our** obligations under this **policy**.

17. LIBERALIZATION

If **we** adopt any revisions to the terms and conditions of this **policy** form to provide more coverage without an additional premium charge during the **policy** term, the broadened coverage will immediately apply. However, the broadened terms and conditions will not apply to any **claims** that were first made against **you** prior to the effective date of the revision.

18. NOTICES

Any notices required to be given by an **insured** will be submitted in writing to the **company** or its authorized representative. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

19. SERVICE OF SUIT

In the event of **our** failure to pay any amount claimed to be due hereunder, **we** will, at the request of the **named insured**, submit to the jurisdiction of any court of competent jurisdiction within the United States and will comply with all requirements necessary to give such court jurisdiction and will comply with all requirements necessary to give such court jurisdiction and all matters arising hereunder will be determined in accordance with the law and practice of such court.

20. TRADE AND ECONOMIC EMBARGOES

This policy does not provide coverage for **insureds**, transactions or that part of **damages** or **claims expenses** that are uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

We have caused this policy to be signed by our President and Secretary and countersigned on the declarations page, where required, by a duly authorized agent of the company.

AIX Specialty Insurance Company
2 Waterside Crossing
Suite 400
Windsor, CT 06095



Marita Zuraitis, President



Charles F. Cronin, Secretary

AIX Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following condition is added to the policy:

SERVICE OF SUIT CLAUSE

In the event of our failure to pay any amount claimed to be due hereunder, we, at your request, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon the General Counsel, Legal Department, 2 Waterside Crossing, Suite 400, Windsor, Connecticut 06095 or his representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this Policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.



Claim Reporting Guidelines

At The Hanover Insurance Group, we are committed to providing timely and efficient claims assistance to our Insureds. Please follow these guidelines to help us help you.

Notice of a Claim

Report a claim to The Hanover Insurance Group by email, facsimile or online as soon as possible to provide timely notice as required by your AIX Surplus Lines Policy. Contact us at:

Phone: 800.628.0250 (ext. 8556281) Fax: 508.926.4789
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You may also email us directly at lawyerclaim@hanover.com or online at www.hanover.com/hpro/pli.

Claims Requiring Expedited Handling

Some claims are time sensitive. Please report such claims as soon as you become aware of them, and while allowing sufficient time for the carrier to investigate and meaningfully respond. Do not wait until the eve of the response deadline as it threatens our ability to timely respond. Those items include, but are not limited to:

You have been served with a summons and complaint

- ✓ You received a demand from a Claimant which expires on a date certain
- ✓ You received notice of a proceeding requiring an immediate answer or an answer within a limited timeframe

Correspondence we need from you

Please provide a written narrative of the circumstances surrounding the claim or potential claim. The narrative should include:

- ✓ The Named Insured
- ✓ The Insureds (i.e., the lawyers involved in the professional services issue), your policy number, and effective date of coverage
- ✓ The client (Claimant's) name, address, and telephone number (also include the name, address, and telephone number of the Claimant's attorney)
- ✓ The timeframe in which you provided professional services to the Claimant
- ✓ Whether your relationship with the Claimant is ongoing or has been terminated
- ✓ A brief summary of the services rendered
- ✓ The date the error (alleged error) occurred
- ✓ A brief summary of the alleged (potential) error - please include the date you first became aware of the claim and the potential amount of damages that will be sought
- ✓ All pertinent letters or documents necessary for us to properly evaluate the claim (if there are numerous documents, please note this and provide those most pertinent)

**MANAGEMENT LIABILITY AND EMPLOYMENT PRACTICES LIABILITY
COVERAGE ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Named Insured: Collective Legal Services, The Eviction Defense Center

Policy Number: L1A9128903 11

Issued by AIX Specialty Insurance Company.

- Management Liability Errors & Omissions Coverage
 Employment Practices Liability Coverage

This endorsement, effective 12.01 AM 7/7/2022 modifies the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA INSURANCE PROGRAM)

A. **SECTION A - COVERAGE** is replaced by the following

1. PROFESSIONAL SERVICES COVERAGE

We will pay on **your** behalf those sums in excess of the deductible which **you** become legally obligated to pay as **damages** and **claim expenses** because of any **claim** made against **you** arising from a **wrongful act** in the rendering of or failure to render **professional services**, provided that:

- a. The **wrongful act** must have first occurred on or after either the applicable **retroactive date(s)** or the date any **insured** against whom the **claim** is made became an employee, volunteer, member, or lawyer of, to, or otherwise affiliated with the **named insured**, whichever is most recent;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this **policy** or prior to the inception date of the first Lawyers Professional Liability Insurance **policy** **we** issued to **you** and continuously renewed;
- c. There is no prior **policy** (or **policies**) which provides insurance for the **claim**. However, if the available limits of liability of the prior **policy** or **policies** are insufficient to pay any **claim**, then this **policy** will be excess over that **policy** or policies, regardless of whether those policies were written as primary, excess, contingent or umbrella insurance, and this **policy's** terms, limits of liability, deductible, exclusions, endorsements and conditions will apply; and
- d. The **claim** or **potential claim** must first be made and reported to **us** in writing during the **policy** period or any **extended reporting period**, if applicable, and must arise from any **wrongful act** to which this **policy** applies.

2. DISCIPLINARY PROCEEDINGS COVERAGE

We will pay up to \$50,000 in **disciplinary proceeding** expenses per **policy** period, regardless of the number of **disciplinary proceedings** commenced against **you** and reported to **us** in writing during the **policy** period, subject to the following.

- a. **We** will not pay any **damages** incurred as a result of **disciplinary proceedings**;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the investigation or proceeding;
- c. Any payment made hereunder will not be subject to the deductible and will not reduce any applicable Limit of Liability.

For purposes of this section, reporting a preliminary investigation or a request for an investigation will be considered the same as reporting a **disciplinary proceeding**. However, **we** have no obligation under this section until the reported investigation is elevated to a **disciplinary proceeding**.

3. SUBPOENA ASSISTANCE COVERAGE

In the event **you** receive a subpoena for documents or testimony arising out of professional services, and **you** would like **our** assistance in responding to the subpoena, **you** may provide **us** with a copy of the subpoena, and **we** at **our** sole discretion may retain an attorney to provide advice regarding the production of documents, to prepare **you** for sworn testimony, and to represent **you** at any related deposition of **you**, provided that:

- a. The subpoena arises out of a lawsuit to which **you** are not a party; and
- b. **You** have not been engaged to provide advice or testimony in connection with the lawsuit, nor have **you** provided such advice or testimony in the past.

If **we** retain an attorney pursuant to the above, **we** will pay such attorney's legal fees and costs. Such payments are included in the Limit

of Liability and are subject to the deductible. Any notice **you** give to **us** of such subpoena will be deemed notification of a **potential claim**.

4. PRE-CLAIM ASSISTANCE COVERAGE

Until the date a **claim** is made, **we** will pay all costs or expenses **we** incur at **our** sole discretion as a result of investigating a **potential claim** that **you** report to **us**. Such payments are included in the Limit of Liability and are subject to the deductible.

5. EQUITABLE RELIEF DEFENSE COVERAGE

We will pay up to \$50,000 to defend any demand for equitable relief, regardless of the number of such demands commenced against **you** and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, subject to the following:

- a. **We** will not pay any **damages** incurred as a result of equitable relief;
- b. The coverage provided under this section only applies to **you** if **you** are a partner, limited liability company member, officer, director, stockholder or employee of the **named insured** at the time **you** report the demand;
- c. Any payment made hereunder will be included in the Limit of Liability and will be subject to the deductible.

6. MANAGEMENT LIABILITY ERRORS & OMISSIONS COVERAGE

We will pay on **your** behalf those sums in excess of the deductible which **you** become legally obligated to pay as **damages** and **claim** expenses because of any **claim** made against **you** arising from a **wrongful act**, provided that:

- a. The **wrongful act** must have first occurred on or after the applicable **retroactive date(s)** or the date any person against whom the **claim** is made became a **management liability insured person**;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this policy or prior to the inception date of the first policy **we** issued to **you** and continuously renewed which includes Management Liability coverage;
- c. There is no prior policy (or policies) which provides insurance for the **claim**. However, if the available limits of liability of the prior policy or policies are insufficient to pay any **claim**, then this policy will be excess over that policy or policies, regardless of whether those policies were written as primary, excess, contingent or umbrella insurance, and this policy's terms, limits of liability, deductible, exclusions, endorsements and conditions will apply; and
- d. The **claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any wrongful act to which this policy applies.

7. EMPLOYMENT PRACTICES LIABILITY COVERAGE

This provision applies only if Employment Practices Liability coverage is shown on the Declarations.

We will pay on **your** behalf those sums in excess of the deductible which **you** become legally obligated to pay as **damages** and **claim** expenses because of any **claim** made against **you** arising from a **wrongful act**, provided that:

- a. The **wrongful act** must have first occurred on or after the applicable **retroactive date(s)** or the date any person against whom the **claim** is made became a **management liability insured person**;
- b. **You** had no knowledge of facts which could have reasonably caused **you** to foresee a **claim**, or any knowledge of the **claim**, prior to the effective date of this policy or prior to the inception date of the first policy **we** issued to **you** and continuously renewed which includes Employment Practices Liability coverage;
- c. There is no prior policy (or policies) which provides insurance for such liability or **claim**, unless the available limits of liability of such prior policy or policies are insufficient to pay any liability or **claim**, in which event this policy will be excess over such coverage, regardless of whether such prior policies afford primary, excess, contingent or umbrella insurance, and subject to this policy's terms, limits of liability, deductible, exclusions, endorsements and conditions, and
- d. The **claim** must first be made and reported to **us** in writing during the **policy period** or any **extended reporting period**, if applicable, and must arise from any wrongful act to which this policy applies.

B. SECTION C - LIMIT OF LIABILITY AND DEDUCTIBLE is replaced by the following:

1. LIMITS OF LIABILITY

This provision applies only to those Limits of Liability shown on the Declarations. The Limit of Liability shown in the Declarations for each **claim** is the most **we** will pay for the sum of all **damages** and **claim** expenses arising out of a single **claim** or a series of related **claims**, regardless of the number of persons or entities insured under this policy, number of **claims** made or the number of persons or entities making **claims** during the **policy period** or during any **extended reporting period**, if any.

If related **claims** are subsequently made against **you** and reported to **us**, all such related **claims**, whenever made, will be considered a

single **claim** first made and reported to **us** within the **policy period** in which the earliest of the related **claims** was first made and reported to **us**.

The Limit of Liability shown in the Declarations as the Aggregate Limit of Liability is the most **we** will pay for the sum of all **damages** and **claim** expenses for all **claims** under this policy.

The Limit of Liability for any **extended reporting period** will be part of, and not in addition to, the Limit of Liability for the **policy period**.

2. DEDUCTIBLE

a. PROFESSIONAL SERVICES

- 1 **You** will pay the deductible amount shown in the Declarations. The Deductible amount is the most **you** will pay in the aggregate for the sum of all **damages** for all **claims** first made and reported to **us** during the **policy period** or any extended reporting period, is applicable. Each of **you** is jointly and severally liable for these payments. **We** will not be required to make any payment for settlements reached or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.
2. If **you** and **we** agree to use mediation to resolve any **claim** brought against **you** and if the **claim** is resolved by mediation within sixty (60) days after **you** receive the suit or demand, **your** deductible obligation for that **claim** will be reduced by 50%. The maximum amount of any reduction is \$10,000.

b. MANAGEMENT LIABILITY ERRORS & OMISSIONS AND EMPLOYMENT PRACTICES LIABILITY

You will pay the Management Liability Deductible, if applicable, and/or the Employment Practices Liability Deductible, if applicable, as shown in the Declarations. The Management Liability Deductible and the Employment Practices Liability Deductible amount(s) are the most **you** will pay in the aggregate for the sum of all **damages** for all **claims** first made and reported to **us** during the **policy period** or any extended reporting period. Each of **you** is jointly and severally liable for these payments. **We** will not be required to make any payment for settlements reached or judgments rendered in an otherwise covered **claim** unless and until **you** have paid the deductible in full. **You** must pay the deductible (i) immediately when invoiced or, (ii) in the event that offers of judgment or settlement demands are made which **you** and **we** agree should be accepted, prior to the expiration of the time period for responding to such offers or demands.

3. REIMBURSEMENT

You will be liable for amounts **we** have paid in settlement of **claims** or satisfaction of judgments in excess of the Limit of Liability. In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for **claims** expenses or **damages** and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

In the event that **we** voluntarily choose or are compelled by a court of law to make any payment for the deductible and request reimbursement from **you**, the reimbursement is payable immediately upon written demand but no later than thirty (30) days after written demand.

4. MULTIPLE INSUREDS, CLAIMS AND CLAIMANTS

The inclusion of more than one insured under this policy or the making of **claims** or the bringing of suits by more than one person or entity will not operate to increase the limits of liability under this policy. If additional **claims** are subsequently made against the insured and reported to **us**, and arise out of the same, related or continuing acts as the **claim** already made and reported to **us**, all such **claims**, whenever made, will be deemed first made and reported to **us** within the **policy period** or the **extended reporting period** in which the earliest **claim** arising out of such acts was first made and reported to **us**, and will be subject to the same Limit of Liability/Each **claim** set forth in the Declarations.

C. SECTION D - DEFINITIONS, the definition of **Claim**, is replaced by the following:

Claim means a demand or suit for money or services **you** receive, including any arbitration proceedings to which **you** are required to submit or to which **you** have submitted with **our** consent.

Claim also means a demand received by a **management liability insured** for money or services, including the service of suit or the institution of any arbitration, grievance, disciplinary, judicial or administrative proceedings against the **management liability insured** provided that such demand arises out of an actual or alleged wrongful **management act** or **wrongful act**.

D. **SECTION D - DEFINITIONS**, the definition of **Insured**, is replaced by the following:

Insured means:

1. The **named insured**; or
2. **Management liability insured**; or
3. **Management liability insured persons**, or
4. Any lawyer, partnership, professional corporation, professional association, limited liability company or limited liability partnership who was, is or becomes a partner, officer, director, stockholder-employee, associate, manager, member, employee or volunteer of the **named insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured**; or
5. Any non-lawyer who was or is an employee, independent contractor or volunteer of the **named insured** solely while acting on behalf of the **named insured**; or
6. The insured's heirs, assigns, spouse or domestic partner, and legal representatives in the event of the insured's death, incapacity or bankruptcy to the extent that the insured would have been covered.
7. any organization which provides funding to the **named insured**, but only to the extent that a **claim** is made against it for a **wrongful act** performed by the **named insured**; however, there shall be no coverage afforded to any such entity as a result of its independent **wrongful acts**.

E. **SECTION D - DEFINITIONS**, the definition of **Wrongful act**, is replaced by the following:

Wrongful act means any actual or alleged negligent act, error, omission, or misstatement committed in **your professional services**.

Wrongful act also means any actual or alleged error, misstatement, misleading statement, act or omission, or neglect or breach of duty by any **management liability insured** solely in their **management liability insured** capacity(ies). **Wrongful acts** that have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions shall be deemed interrelated **wrongful acts** and shall constitute one **wrongful act**.

With respect to Employment Practices Liability coverage only, **wrongful act** also means **employment practices** by any **management liability insured**.

F. The following are added to **SECTION D - DEFINITIONS**:

Employment practices means any actual or alleged.

1. Wrongful termination of the employment of, or demotion of, or failure or refusal to hire or promote any person in violation of law or in breach of any agreement to commence or continue employment;
2. Unlawful employment discrimination;
3. Sexual harassment of an employee or applicant for employment; or
4. Retaliatory treatment against an employee on account of that employee's exercise or attempted exercise of his or her rights under law.

This definition applies only if Employment Practices Liability Coverage is shown on the Declarations.

Management liability insured means the **named insured** and **management liability insured** persons.

Management liability insured capacity(ies) means any actions taken by a **management liability insured person** so long as such action is pursuant to the legal authority conferred upon such person and is within the scope of duties prescribed by the Articles of Incorporation, Charter, By-laws, Trust Indentures, Plan of Action, Resolution of the Board or other similar governing document or established policies or procedures of the **named insured**.

Management liability insured capacity(ies) does not mean actions taken by a **management liability insured person** while acting on behalf of or for the benefit of any entity other than the **named insured**.

Management liability insured capacity(ies) does not include actions taken by a **management liability insured person** as a public official or an employee or representative of a governmental body, subdivision or agency.

Management liability insured person(s) means any individual who has been, now is or shall become a duly elected Director or Trustee of the **named insured**; a duly elected Officer of the **named insured**, an employee or committee member of the named insured whether or not

they are salaried; and any members of the **named insured** acting on its behalf in a voluntary capacity so long as all such individuals are acting solely within their **management liability insured capacities**.

G. **SECTION E - EXCLUSIONS**, Paragraph 1. subparagraph f. is replaced by the following:

This exclusion applies only if Employment Practices Liability Coverage is shown on the Declarations.

f. Any liability **you** assume under any contract or agreement unless **you** would have been liable in the absence of such contract or agreement; however, this exclusion does not apply to **claims** based upon, or attributable to, arising out of, directly or indirectly, or in any way related to **employment practices**,

H. **SECTION E - EXCLUSIONS**, Paragraph 2. is replaced by the following

This exclusion applies only if Employment Practices Liability Coverage is shown on the Declarations.

2. Arising out of or based upon;

- a. Any **employment practices**. However, this exclusion does not apply to any **claims** for **wrongful acts** covered under the Employment Practices Coverage; or
- b. Any discrimination on any basis, including, but not limited to, race, creed, color, religion, ethnic background, national origin, age, handicap, disability, gender, sexual orientation or pregnancy, or any other basis prohibited by law; or
- c. **Your** sexual contact or conduct or the threat of sexual contact or conduct;

I. **SECTION E - EXCLUSIONS**, Paragraph 3. is replaced by the following:

This exclusion applies only if Employment Practices Liability Coverage is shown on the Declarations.

3. Arising out of a **claim** by any insured under this policy against any other insured under this policy, however, this exclusion shall not apply to **claims** based upon, or attributable to, arising out of directly or indirectly, or in any way related to **employment practices**;

J. The following are added to **SECTION E - EXCLUSIONS**:

This policy does not apply to **claim(s)**:

1. Arising out of receipt by any **management liability insured person** of any remuneration paid or benefit given without the prior approval of the **named insured** if it shall be determined by a judgment or other final adjudication that such remuneration or benefit is in violation of law if such remuneration is paid to the **management liability insured** under a settlement agreement,
2. Arising out of or attributable solely to allegations of a **management liability insured person** having gained any personal profit or advantage to which he was not legally entitled;
3. Arising out of the printing of periodicals, advertising matter, or any and all jobs taken by the **management liability insured** to be printed for a third party, when the periodical, advertising matter, or the printing is not a regular part of the **named insured's** own entity publication,
4. Arising from charges of seepage, pollution or contamination and based upon or attributable to violation or alleged violation of any Federal, State, municipal or other governmental statute, regulation or ordinance prohibiting or providing for the control or regulation of emissions of effluents of any kind into the atmosphere or any body of land, water, waterway or watercourse or arising from any action or proceeding brought for enforcement purposes by any public official, agency, commission, board of pollution control administration pursuant to any such statutes, regulations or ordinances or arising from any **claims** alleging seepage, pollution or contamination based upon common law nuisance upon common law nuisance or trespass;
5. Based upon or attributable to, arising out of, directly or indirectly, or in any way related to wrongful termination, discrimination, sexual harassment, failure to hire or promote or any other similar employment matters,
6. Based upon or attributable to, arising out of directly or indirectly, or in any way related to a **management liability insured person** rendering or failing to render **professional services**,
7. Arising out of a personal injury that is a publication or utterance concerning any organization or business enterprise or its products or services made by or at the direction of the **management liability insured** with knowledge of the falsity thereof.

PRIMARY PRO BONO ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Collective Legal Services, The Eviction Defense Center

Policy Number: L1A9128903 11

Issued by AIX Specialty Insurance Company.

This endorsement, effective 12:01 AM 7/7/2022 modifies the following.

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA INSURANCE PROGRAM)

SECTION H - CONDITIONS, Paragraph **8. OTHER INSURANCE** is replaced by the following:

8. OTHER INSURANCE

- a. If other valid and collectible insurance is available to **you** for **loss** covered under this **policy**, the insurance provided by this **policy** will be excess over such other insurance, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.
- b. When this insurance is excess **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against the **claim**. If no other insurer defends **we** will undertake to do so but **we** will be entitled to **your** rights against those other insurers.
- c. When this insurance is excess over other insurance we will pay only our share of the amount of **loss**, if any, that exceeds the sum of
 1. The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
 2. The total of all deductibles, self-insurance and retentions under all that other insurance.**We** will share the remaining **loss**, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limit of Liability shown on the Declarations of this **policy**.
- d. Only with respect to **insureds** who provide **professionals services** to clients of the **named insured** on a pro bono or judicare (reduced fee) basis and/or who participate in volunteer lawyers programs at the written request of the **named insured**, this **policy** will be primary, even if other valid and collectible insurance is available to **you** for a **loss** covered under this **policy**, regardless of whether or not such insurance is primary, contributory, excess, contingent or otherwise.

All other terms and conditions remain unchanged.

ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Collective Legal Services, The Eviction Defense Center

Policy Number: L1A9128903 11

Issued by AIX Specialty Insurance Company.

This endorsement, effective 12:01 AM 7/7/2022 modifies the following:

LAWYERS PROFESSIONAL LIABILITY INSURANCE POLICY
(NLADA INSURANCE PROGRAM)

SECTION D - DEFINITIONS, the definition of **Insured**, is replaced by the following.

Insured means:

1. The **named insured**, or
2. Any lawyer, partnership, professional corporation, professional association, limited liability company, limited liability partnership, non-profit entity or governmental agency who was, is or becomes a partner, officer, director, stockholder-employee, associate, manager, member, employee or volunteer of the **named insured** during the **policy period** shown in the Declarations solely while acting in a professional capacity on behalf of the **named insured**; or
3. Any non-lawyer who was or is an employee, independent contractor or volunteer of the **named insured** solely while acting on behalf of the **named insured**; or
4. The **insured's** heirs, assigns, spouse or domestic partner, and legal representatives in the event of the **insured's** death, incapacity or bankruptcy to the extent that the **insured** would have been covered;
5. Any organization which provides funding to the **named insured**, but only to the extent that a **claim** is made against it for a **wrongful act** performed by the **named insured**; however, there shall be no coverage afforded to any such entity as a result of its independent **wrongful acts**.
6. Any entity and any lawyer, employee, member or volunteer of such entity which provides **professional services** at the request of the **named insured** and in support of the **named insured's** rendering of **professional services** to its clients, however, there shall be no coverage afforded to any such entity, lawyer, employee, member or volunteer as a result of independent **wrongful acts**.

All other terms and conditions remain unchanged.

RESOLUTION NO. 70,442-N.S.

ADOPTING THE CITY OF BERKELEY BIENNIAL BUDGET FOR
FISCAL YEARS 2023 AND 2024

WHEREAS, on May 31, 2022, the City Manager presented to the City Council the Fiscal Year 2023 and Fiscal Year 2024 ("FY 2023 and FY 2024") Proposed Budget; and

WHEREAS, the City Council held a series of meetings to consider the Proposed Biennial Budget, including public hearings held on May 31, 2022 and June 14, 2022; and

WHEREAS, members of the City Council presented recommended revisions to the Proposed Biennial Budget at the Council meeting on June 28, 2022; and

WHEREAS, in addition to formal budget adoption, City Council action is required to authorize advances for select community agencies receiving funds in FY 2023. The advances are to be equivalent to 25% of the agency's allocation; and

WHEREAS, the City Budget and Finance Policy Committee considered the Council fiscal policies on June 23, 2022 and recommended modifications to these policies as part of the Fiscal Year 2023 and Fiscal Year 2024 Proposed Budget.

NOW THEREFORE, BE IT RESOLVED, that the Council of the City of Berkeley adopts the FY 2023 and FY 2024 Budget contained in the City Manager's FY 2023 and FY 2024 Proposed Budget presented to Council on May 31, 2022 and as amended by subsequent Council action on June 28, 2022.

BE IT FURTHER RESOLVED that the appropriations constituting the FY 2023 Adopted Budget will be reflected in a separate FY 2023 Annual Appropriation Ordinance, as required by Charter.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute contracts and /or amendments, as necessary, to provide advances to selected community agencies receiving City funds in FY 2023.

BE IT FURTHER RESOLVED, that the City Manager is authorized to use the following invoicing/reporting system in contract administration, but maintains the discretion to amend these requirements depending on risk factors associated with past performance, the amount and type of funding an agency receives, and/or whether or not an agency is a new grantee:

Agencies receiving under \$50,000 in General Fund to provide the following services:

1. Drop-In services only with no intensive case management, meal programs, outreach programs, or recreation programs:
 - o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
 - o An end-of-year narrative summary of accomplishments.

2. All other agencies receiving General Fund only:

- o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
- o Program Reports are required semi-annually.

3. Agencies with State and/or Federal Funding:

- o Statements of Expense are required quarterly and a General Ledger is required at fiscal year-end; and
- o Program Reports are required quarterly.

BE IT FURTHER RESOLVED, that the City Manager is authorized to refuse to execute or amend a contract with any agency that has not provided required contract exhibits and documentation within 60 days of award of funding.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute other resultant agreement and amendments with other agencies relating to receipt and expenditure under CDBG or CSBG Program in accordance with the proposals for community agency funding approved through the budget process. A record copy of said contracts and any amendments are on file with the Office of the City Clerk.


BE IT FURTHER RESOLVED, that the City Council adopts the recommended revisions to the Council fiscal policies.

The foregoing Resolution was adopted by the Berkeley City Council on June 28, 2022 by the following vote:

Ayes: Bartlett, Droste, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: None.



Jesse Arreguin, Mayor

Attest:



Rose Thomsen, Deputy City Clerk

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Arts										
Berkeley Art Center	86,652	86,652						86,652		
Civic Arts Grants	500,000	500,000						500,000		
Arts Total	586,652	586,652						586,652		
Childcare										
Ala Costa Center	0	0								
Bay Area Hispano Institute for Advancement - Child Development Program	82,143	82,143						82,143		
Bananas Inc.										
Child Care Subsidies	283,110	283,110						269,835		13,275
Play & Learn Playgroups	10,527	10,527						10,527		
QRIS Services	95,000	95,000						95,000		
Ephesians Children's Center - Childcare Program	45,507	45,507						45,507		
Healthy Black Families, Inc										
Sisters Together Empowering Peers (STFP)	87,616	87,616						87,616		
Nia House Learning Center	39,999	39,999						39,999		
Childcare Total	643,902	643,902						630,627		13,275
Community Facilities Improvements										
Rebuilding Together										
Community Facility Improvement Program	24,575	24,575						24,575		
Public Facility Improvements NOFA Larkin Street - 3404 King Street - TAY Transitional Housing	1,145,251	621,746	621,746							
Community Facilities Improvements Total	1,169,826	1,061,465	1,036,890					24,575		
Community Media										
Berkeley Community Media	230,710	230,710						230,710		
Community Media Total	230,710	230,710						230,710		
Disability Programs										
Bay Area Outreach and Recreation Program										
Recreational Services for the Berkeley Place	43,592	43,592						43,592		
Bonita House	17,183	17,183						17,183		
Creative Wellness Center	15,324	15,324						15,324		
Center for Independent Living										
Residential Access Program	159,660	159,660	159,660							
Easy Does It	1,432,011	1,569,911								1,569,911
Through the Looking Glass	27,206	27,206								
Disability Programs Total	1,694,976	1,832,876	159,660					103,305		1,569,911
Economic Development										
Berkeley Convention and Visitors Bureau	181,125	416,667						416,667		
Economic Development Total	181,125	416,667						416,667		
Employment Training										
Bread Project	57,850	57,850						57,850		
Inter-City Services	101,351	101,351						101,351		
Multicultural Institute Lifeskills Program	68,136	68,136						68,136		
Rising Sun -- Green Energy Training	67,828	67,828						67,828		
Employment Training Total	295,165	295,165						295,165		
Health										
Lifelong Medical Care										
Access for Uninsured (BPC, WBFP, Uninsured, Acupuncture Detox)	189,855	189,855		160,000				29,855		
Genatric Care/Hypertension	114,543	114,543						114,543		
Berkeley Free Clinic										
Free Women and Transgender Health Care Service	15,858	15,858						15,858		
Sugar - Sweetened Beverage Berkeley	950,000	950,000						950,000		
Unified School District	950,000	950,000						950,000		
Sugar - Sweetened Beverage Panel (POE)*	950,000	950,000						950,000		
Health Total	2,220,256	2,220,256		160,000				2,060,256		
Homeless Services										
Abode Services										
Rodeway to Home (through 10/23)	3,903,397									
Alameda County Homeless Action Center										
SSI Advocacy	129,539	129,539						109,539		20,000
Rapid Rehousing for Homeless Elders Project	68,220	68,220						68,220		
Alameda County Housing & Community Development Department										
HHS Support	18,676	6,676			6,676					
COVID Rapid Re-Housing Pass Through to Abode	2,100,000									
Alameda County Network of Mental Health Clients										
Daytime Drop-In	35,721	35,721					35,721			
Representative Payee Services	32,016	32,016					32,016			
Locker Program	50,000	50,000					50,000			
Bay Area Community Services										
North County HRC	3,781,785	2,181,785	248,419		0	1,933,366				
Permanent Housing		1,600,000				1,600,000				
STAIR Pathways	2,708,858	2,704,882			205,357	2,499,525				
Berkeley Food & Housing Project										
Case Management Tied to Permanent Housing	100,190	100,190					100,190			
Men's Shelter	218,422	170,502	170,502							
Hope Center - Mental Health		71,250					71,250			
Russell Street Supportive Housing Program	157,045	157,045								157,045
Women's Shelter	209,406	119,963					119,963			
COVID Respite Program / Rapid Rehousing	1,060,074									
Bonita House										
Case Management Tied to Permanent Housing	24,480	24,480					24,480			
Building Opportunities for Self Sufficiency										
BOSS House Navigation Team	86,831	86,831					86,831			
Representative Payee Services	52,440	52,440					52,440			
Ursula Sherman Village Families Program	51,383	51,383					51,383			
Ursula Sherman Village Singles	104,662	104,662					104,662			
Step Up Housing (1367 University)	233,244	1,133,244					1,133,244			
City of Berkeley EveryOne Home	23,837	23,837					23,837			

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Covenant House California (YEAH) Shelter Services - HCRC	318,388	0								
Dorothy Dav										
Berkeley Emergency Storm Shelter	177,501	216,601				216,601				
Drop In Center	182,000	182,000				182,000				
Vets Shelter	566,000	566,000				566,000				
Horizon	784,000	1,011,900				1,011,900				
Downtown Berkeley Association										
Double Helping Hand										
Homeless Outreach Worker	40,000	40,000				40,000				
Downtown Streets Team	225,000	225,000				225,000				
Fred Finch Youth Center										
Turning Point	189,255	0								
Larkin Street										
Larkin Street Turning Point		407,643				407,643				
Lifelong Medical Care										
Case Management Tied to Permanent Housing	163,644	163,644				163,644				
Supportive Housing Program	55,164	55,164				55,164				
Street Medicine / Trust Clinic	525,000	525,000				525,000				
Options Recovery Services - Detox Services & Day Treatment										
Telegraph Business Improvement District										
Berkeley Host Program	49,139	49,139				49,139				
The Suitcase Clinic	9,828	9,828				9,828				
Toolworks, Inc Supportive Housing	47,665	47,665				47,665				
Village of Love										
TAY Transitional Housing Program (through FY23)		250,000								250,000
Women's Daytime Drop-In Center										
Bridget Transitional House Case Management	118,728	118,728				118,728				
Daytime Drop-In Services	48,153	48,153				48,153				
Homeless Case Management - Housing Retention	100,190	100,190				100,190				
Youth Sprint Artworks - TAY Family Homes Case Management	78,000	78,000				78,000				
Homeless Services Total	18,877,881	13,049,321	418,921	0	212,033	11,991,322	0	0		427,045
Housing Development & Rehabilitation										
Bay Area Community Land Trust	5,200	5,200						5,200		
Organizational Capacity Building	200,000	200,000					200,000			
CHDO Programs	Refer to HTF/CHDO	Refer to HTF/CHDO								
Habitat for Humanity East Bay/Silicon Valley Housing Rehabilitation Grant	250,000	250,000	250,000							
Rebuilding Together										
Safe at Home Project	98,275	98,275						98,275		
Housing Development & Rehabilitation Total	553,475	553,475	250,000				200,000	103,475		0
Legal/Advocacy										
East Bay Community Law Center										
Consumer Justice Clinic/Housing Advocacy	33,644	33,644						33,644		
Eviction Defense Services	275,000	275,000				275,000				
Housing Retention	0	0								
Eden Council for Hope and Opportunity	35,000	35,000	35,000							
Eviction Defense Center										
Rent Board	275,000	275,000				275,000				
Housing Retention (through FY23)	3,149,167	1,250,000				1,250,000				
Basic Needs										
Family Violence Law Center - Domestic Violence & Homelessness Prevention Project	61,842	61,842						61,842		
Legal/Advocacy Total	3,829,653	1,930,486	35,000	0	0	1,800,000	0	95,486		0
Other										
Animal Rescue	23,812	23,812						23,812		
Berkeley Community Gardening Collaborative	11,895	11,895						11,895		
Berkeley Project	32,000	32,000						32,000		
Community Agency Publishing Outcomes Project	25,000	25,000						25,000		
Eden Information & Referral	35,000	35,000						35,000		
McGee Avenue Baptist Church	17,844	17,844						17,844		
SEEDS Community Resolution Center	22,553	22,553						22,553		
Other Total	168,104	168,104						168,104		0
Recreation										
Ephesians Children's Center - Greg Brown Park Supervision	18,573	18,573						18,573		
Recreation Total	18,573	18,573						18,573		
Seniors										
J-Sei	9,110	9,110						9,110		
Seniors Total	9,110	9,110						9,110		
Youth										
Bay Area Community Resources										
School Based Behavioral Health	94,964	94,964						94,964		
Bay Area Hispano Institute for Advancement - Out of School Time Programs	21,447	21,447						21,447		
Berkeley High School Bndge Program	79,000	79,000						79,000		
Berkeley Youth Alternatives										
After-school Program	30,000	30,000						30,000		
Counseling	30,000	30,000						30,000		
Counseling Center to meet demand for mental health services		125,000							125,000	
Summer Jam Day Camp									35,000	
Biotech Partners - Biotech Academy at Berkeley High	91,750	91,750						91,750		
Ephesians School-Age Program	39,840	39,840						39,840		
Lifelong Medical Care										
Rosa Parks Collaborative	44,804	44,804						44,804		
McGee Ave Baptist Church Voices Against Violence	50,000	50,000							50,000	
Multicultural Institute Youth Mentoring	33,603	33,603						33,603		

Agency/Individual Name	FY 2022 Actual	FY 2023 Adopted	CDBG	CSBG	ESG	GF Measure P	GF Measure U1	GF Other	GF Mayor's Reimagining Funds	Other Funds
Pacific Center for Human Growth - Safer Schools Project	23,245	23,245						23,245		
RISE Program	216,039	216,039						216,039		
Stiles Hall	90,000	90,000						90,000		
Supplybank Org (Formerly K to College)		30,000						30,000		
Through The Looking Glass - Parenting Education and Kindegarten Readiness	25,000	25,000						25,000		
UC Berkeley										
BUILD Literacy/Cal Corp	95,360	95,360						95,360		
Bridging Berkeley	34,640	34,640						34,640		
YMCA of the East Bay - Y-Scholars Program										
Y-Scholars Program	40,000	40,000						40,000		
School Readiness Program	50,875	50,875						50,875		
Youth Total	1,040,567	1,245,567	0					1,070,567	210,000	
TOTAL COMMUNITY AGENCY ALLOCATIONS	31,519,975	24,262,329	1,900,471	160,000	212,033	13,791,322	200,000	5,813,272	210,000	2,010,231

o Community Development Block Grant (CDBG)/Emergency Solutions Grant (ESG)

*Subject to the Sugar – Sweetened Beverage Panel of Experts (POE) allocation.

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EXHIBIT A

SCOPE OF SERVICES

Agency Name: Youth Spirit Artworks

Contract Period: July 1, 2019 – June 30, 2023

Program Title: Transition Age Youth (TAY) Case Management & Linkage Services

Youth Spirit Artworks (hereafter “Contractor”), will provide the following services, enumerated below, necessary for the implementation of the Transition Age Youth (TAY) Case Management & Linkage Services program (hereafter “the Program”) for very low income youth (aged 16-24) with both a serious mental illness (21 and over) or a serious emotional disturbance (under 21) and a functional impairment. This contract is for the period commencing July 1, 2019 to June 30, 2023, which may be extended by agreement of the City of Berkeley and Contractor.

A. MHSA Community Services and Supports (CSS) Funding Requirements

1. Mental Health services and/or supports funded under this program should be offered to individuals/clients with serious mental illness and/or serious emotional disturbance, and when appropriate, their families.
2. Programs to be implemented must incorporate the following standards as defined in Section 3320 of the Mental Health Services Act regulations: Community Collaboration; Cultural Competence; Client and Family Driven; Wellness, Recovery, and Resilience focused; and Integrated Service Experiences for clients and their families.
3. Outreach programs and activities to be implemented are for the purposes of identifying unserved individuals who meet the criteria of Welfare and Institutions Code Sections 5600.3 (a), (b) or (c) in order to engage them, and when appropriate their families, in the mental health system so that they receive appropriate services.
4. Outreach and Engagement funds may be used to pay for:
 - Strategies to reduce ethnic/racial disparities
 - Food, clothing, and shelter when the purpose is to engage unserved individuals and when appropriate their families, in the mental health system.
 - Outreach to entities such as: Community based organizations; Schools; Tribal communities; Primary care providers; Faith-based organizations.
 - Outreach to individuals such as: Community leaders; those who are homeless; those who are incarcerated.

B. Program-Specific Requirements: MHSA TAY Case Management

1. Target Population

Transition Age Youth (TAY), residing in or attending school in Berkeley or Albany, who have either a serious mental illness (21 and over) or a serious emotional disturbance (under 21) and a functional impairment, defined here as: limitations in social and occupational spheres of life, or limitations in other important areas of functioning.

2. Goals

The intended outcomes of this project are to increase access to Mental Health services and supports for TAY in need, through the provision of clinical case management services.

3. Services

Contractor will provide case management services to a minimum of fifty (50) TAY who either reside or go to school in Berkeley or Albany per fiscal year, with an average monthly case load of at least twenty-five (25) clients. Services will include linkage to education, benefits, housing and treatment, as well as case management services, defined here as: the coordination of community-based services by a professional or team to provide people quality mental health care that is customized according to an individual's setbacks or persistent challenges and aid them to their recovery.

4. Methods for Identifying and Referring Participants in need of Mental Health Services or other Community Resources

Contractor will identify, develop and maintain relationships with other community agencies providing services to youth so individuals can be directed and assisted to engage in programs and supports that will meet their individual needs, such as SSI benefits, housing, etc. Contractor will monitor participants' needs and will make referrals to appropriate community resources as needed.

5. Program Outreach and Engagement Methods

Contractor will provide culturally responsive outreach and engagement methods that include sensitivity to, and inclusion of, issues regarding a youth's sexual orientation, gender, and gender presentation. Engagement methods will create trusting relationships with youth which enable a clear assessment of each individual's current level of functioning. Outreach and engagement methods will prioritize underserved populations. No more than twenty (20) percent of the contracted funds can be used for outreach and engagement activities.

6. Documentation

Contractor will be expected to maintain and provide documentation on the following:

- Demographics on each individual who received services, including gender identity, race, age; ethnicity, and, sexual orientation
- Clinical records including the initial assessment, treatment plan, and notes from service contacts
- Outreach activities and number of individuals contacted

The Health, Housing & Community Services (HHCS) Department at the City of Berkeley is committed to finding ways to deepen our positive impact on the community, especially for those most vulnerable. To support this effort, HHCS will use a framework called Results Based Accountability (RBA) that has a proven track record of success in improving the quality of life for people and communities. RBA will provide us with a common language and method to better understand, communicate, and ultimately strengthen our programs.

HHCS is incorporating Results Based Accountability into our contract processes including requests for proposals, reporting, contract monitoring activities and evaluations. All new or renewed contracts will provide information and data that address the three basic RBA questions: How much work was done? How well was it done? And, are clients better off as a result of the services provided? Providers can expect to be asked how they measure whether clients are better off and the quality of the delivered services. HHCS will work with providers to identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time. Contractor agrees to participate and develop RBA outcomes in the three RBA areas (how much, how well, and is anyone better off) within this contract period.

The Contractor agrees to comply with all data requests and utilize any forms the City may provide to report on program data including the Quarterly Demographics Report and Quarterly Activities Report (Attachment C). Completed Reports are due to the City of Berkeley by the 15th day of the month following the reporting quarter. Following the contract period, an Annual Program Report will be due on 07/15/2023.

The City of Berkeley will conduct at least one annual Quality Assurance Site Visit.

Contractor will comply with all relevant provisions of the Health Insurance Portability Accountability Act (“HIPPA”) and all other applicable federal, state, and local privacy laws and regulations.

ATTACHMENT A: Service Measures and Outcomes (How Much)

Service Measure	# Unduplicated Berkeley/Albany Clients To Be Served	Outcomes To Be Achieved	# of Clients To Achieve Outcomes	Documentation Required
Clinical Case Management Services	50 per year, average of 25 per month	Clients will receive an assessment, be verified that they are eligible participants, and receive at least 3 services post assessment	50 per year, average of 25 per month	Assessment with diagnosis and evidence of functional impairment, verification of age and residence or school attendance in Berkeley or Albany, and

				service notes.
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ATTACHMENT B: List all staffing funded with City funds as part of this program. You must provide written notice, including the resume and position of the new staff person, 5 days prior to making any changes.

Staff Title	Existing Position? (Y/N)	Staff Name	Degrees/Certificates/Experience	TB/FP* Required? (Y/N)	TB/FP* Current/Completed? (Y/N)	Services Provided as Part of this Contract
Executive Director	Y	Sally Hindman	M. Div/MA	Y	Y	Program and finance reports; program oversight
Clinical Case Manager	Y	TBD	MSW	Y	N	Provides clinical case management
Lead Social Worker	Y	TBD	MSW	Y	N	Provides direct service to TAY

*Tuberculosis (TB) testing and Fingerprinting (FP) may be required.

ATTACHMENT C: Quarterly Demographics Report & Quarterly Activities Report

C. Program-Specific Requirements: Tiny Homes Case Management

7. Target Population

Transition Age Youth (TAY), homeless in Berkeley, who are residing or planning in residing at the YSA Tiny Homes Project.

8. Goals

The intended outcomes of this project are to support 11 homeless Berkeley TAY individuals residing at the Tiny Homes Project in successfully transitioning to permanent housing .

9. Services

Contractor will provide case management services to a minimum of eleven (11) homeless Berkeley TAY who reside at the Tiny Homes Project. Services will include linkage to education, benefits, housing and treatment, as well as case management services, defined here as: the coordination of community-based services by a professional or team to provide people quality mental health care that is customized according to an individual's setbacks or persistent challenges and aid them to their recovery. All individuals served in this program will be linked by YSA to the coordinated housing entry system.

10. Methods for Identifying and Referring Participants in need of Mental Health Services or other Community Resources

Contractor will identify, develop and maintain relationships with other community agencies providing services to youth so individuals can be directed and assisted to engage in programs and supports that will meet their individual needs, such as SSI benefits, housing, etc. Contractor will monitor participants' needs and will make referrals to appropriate community resources as needed.

11. Documentation

Contractor will be expected to maintain and provide documentation on the following:

- Demographics on each individual who received services, including gender identity, race, age, ethnicity, and, sexual orientation

12. Service Outcomes & Reporting

YSA will track participants' progress toward self-responsibility, which includes:

- Developing and solidifying the skills to be job-ready;
- Improving health and wellness, mentally and physically;
- Setting and meeting educational and vocational goals;
- Progressing toward sustainable independent living.

All clients will receive an HMIS program entry within 2 days of entering the program and, at minimum, an HMIS annual assessment and HMIS exit upon leaving the program. YSA will report on the following outcomes to the City of Berkeley both in aggregate and disaggregated by race. CHS staff will notify YSA when the HMIS report to disaggregate data by race is available.

- Adult (age 18+) Transitional Housing program participants who maintained or increased their income at annual/exit assessment. (Goal: 80%)
- Transitional Housing program participants who were enrolled in mainstream benefits at annual/exit assessment. (Goal: 83%)
- Transitional Housing program participants who were enrolled in health insurance at the annual/exit assessment. (Goal: 80%)

- Transitional Housing participants who successfully exited the program to permanent housing. (Goal: 80%)
- Number of youth who become document ready for housing within 90 days (Goal 80%)

**13. Initiative to Measure Success and Report Outcomes
(Participation in the Alameda County Homeless Management Information System)**

- A. As a provider of services or housing to homeless and at risk households in Berkeley, Contractor shall participate in the system-wide initiative to measure success and report outcomes. The outcomes and efficiency measures for the program-type or types covered by this contract are included under section III above.
- B. Contractor shall collect required information on clients and services provided and enter data into the Alameda County InHOUSE HMIS system or, if exempted from participation, a comparable database. Contractor will be provided the necessary licenses, training and technical assistance to utilize InHOUSE.
- C. Contractor shall use provided boilerplate reports from the InHOUSE system to track and report on outcomes adopted for the initiative. These boilerplate reports will be modified from time to time as outcomes expectations or reporting requirements are adjusted.
- D. Contractor shall be provided periodic system-level reports that show system performance and progress on all required benchmarks and measures.

D. Program-Specific Requirements: Trauma Support Services for TAY

14. Target Population

Transition Age Youth (TAY), residing in or attending school in Berkeley or Albany who have experienced trauma, particularly individuals experiencing homelessness. The primary target population will include various cultural, ethnic and age specific populations that are unserved, underserved and inappropriately served in Berkeley including: African Americans; Latinx/Latinos; Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, Intersex, Agender Plus (LBGTQIA+).

15. Goals

The intended outcomes of this project are to increase access to Mental Health services and supports for TAY in need of trauma support, through the provision of trauma-informed, strength-based approaches and other community-defined methods that will promote resiliency factors.

16. Services

Contractor will provide services to a minimum of sixty (60) TAY who either reside or go to school in Berkeley or Albany per fiscal year. Services will include culturally, ethnically, and linguistically responsive outreach and engagement, individual and group services, family and community member supports, and linkages and referrals. Services should also include opportunities for TAY to be introduced to area educational, artistic, and employment events and

venues and to celebrate successes with one another.

17. Methods for Identifying and Referring Participants in need of Mental Health Services or other Community Resources

Contractor will identify, develop and maintain relationships with other community agencies providing services to youth so individuals can be directed and assisted to engage in programs and supports that will meet their individual needs, such as SSI benefits, housing, etc. Contractor will monitor participants' needs and will make referrals to appropriate community resources as needed.

18. Program Outreach and Engagement Methods

Contractor will provide culturally responsive outreach and engagement methods that include sensitivity to, and inclusion of, issues regarding a youth's sexual orientation, gender, and gender presentation. Engagement methods will create trusting relationships with youth which enable a clear assessment of each individual's current level of functioning. Outreach and engagement methods will prioritize underserved populations.

19. Documentation

Contractor will be expected to maintain and provide documentation on the following:

- Demographics on each individual who received services, including gender identity, race, age, ethnicity, and, sexual orientation
- Outreach activities and number of individuals contacted
- Process and outcome data
- Program successes and challenges

The Health, Housing & Community Services (HHCS) Department at the City of Berkeley is committed to finding ways to deepen our positive impact on the community, especially for those most vulnerable. To support this effort, HHCS will use a framework called Results Based Accountability (RBA) that has a proven track record of success in improving the quality of life for people and communities. RBA will provide us with a common language and method to better understand, communicate, and ultimately strengthen our programs.

HHCS is incorporating Results Based Accountability into our contact processes including requests for proposals, reporting, contract monitoring activities and evaluations. All new or renewed contracts will provide information and data that address the three basic RBA questions: How much work was done? How well was it done? And, are clients better off as a result of the services provided? Providers can expect to be asked how they measure whether clients are better off and the quality of the delivered services. HHCS will work with providers to identify appropriate performance measures including service measures and outcomes. Processes will be developed to monitor and improve performance over time. Contractor agrees to participate and develop RBA outcomes in the three RBA areas (how much, how well, and is anyone better off) within this contract period.

The Contractor agrees to comply with all data requests and utilize any forms the City may provide to report on program data including the Quarterly Demographics Report and Quarterly Activities Report (Attachment C). Completed Reports are due to the City of Berkeley by the 15th day of the month following the reporting quarter. Following the contract period, an Annual Program Report will be due on 07/15/2023.

The City of Berkeley will conduct at least one annual Quality Assurance Site Visit.

Contractor will comply with all relevant provisions of the Health Insurance Portability Accountability Act (“HIPPA”) and all other applicable federal, state, and local privacy laws and regulations.

ATTACHMENT A: Service Measures and Outcomes

(How Much)

Service Measure	# Unduplicated Berkeley/Albany Clients To Be Served	Outcomes To Be Achieved	# of Clients To Achieve Outcomes	Documentation Required
Clinical Case Management Services	11 per year.	Clients will receive an assessment, be verified that they are eligible participants, and receive at least 3 services post assessment	11 per year.	Verification of age and status of homeless in Berkeley, and service notes.
Referral and linkage to Coordinated Entry System	11 per year.	Clients will be referred and linked to Coordinated Entry System. Each client will complete an assessment and YSA will track the placement of each client on the coordinated entry list.	11 per year.	Coordinated Entry ranking list containing names of each of the 11 clients.
Enrollment in Health Insurance	11 per year.	90% of enrolled clients will have health insurance.		

(How Well)

Service Measure	# Unduplicated Berkeley/Albany	Outcomes To Be Achieved	# of Clients To Achieve	Documentation Required
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	Clients To Be Served		Outcomes	
Consumer Satisfaction	11 per year.	Clients will receive a pre and post case management satisfaction survey.	11 per year.	Verification of age and status of homeless in Berkeley, and service notes.

ATTACHMENT B: List all staffing funded with City funds as part of this program. You must provide written notice, including the resume and position of the new staff person, 5 days prior to making any changes.

Staff Title	Existing Position? (Y/N)	Staff Name	Degrees/Certificates/Experience	TB/FP* Required? (Y/N)	TB/FP* Current/Completed? (Y/N)	Services Provided as Part of this Contract
Executive Director	Y	Sally Hindman	M. Div/MA	Y	Y	Program and finance reports; program oversight
Clinical Case Manager	Y	TBD	MSW	Y	N	Provides clinical case management
Lead Social Worker	Y	TBD	MSW	Y	N	Provides direct service to TAY

*Tuberculosis (TB) testing and Fingerprinting (FP) may be required.

ATTACHMENT B
Youth Spirit Artworks
City of Berkeley MHSA CSS Contract
Quarterly Activity Form

How Much Was Done: Services				
Activity	Measure	FY19 QTRXX		
Mental Health Services (Individual) <i>Includes therapy and 1x1 case management services</i>	# of sessions delivered			
	# of individuals served (unduplicated)			
Outreach	# outreach activities			
	# of people contacted through outreach activities (duplicated)			
How Much Was Done: Referrals				
Activity	Measure	FY19 QTRXX		
Referrals	# of mental health referrals			
	# of physical health referrals			
	# of social services referrals			
	# of housing referrals			
	# of other referrals			
TOTAL REFERRALS				
How Well Was It Done/Is Anyone Better Off				
Activity	Measure	FY19 QTR XX Numerator	FY19 QTR XX Denominator	FY19 QTR XX %
Mental Health Services (Individual)	% satisfied with treatment			
	% of CSS participants that attend the peer support groups			
	% of mental health referrals that take up the service			
	% that exit into stable housing			
	% employed or in school			

**ATTACHMENT C:
Demographic Reporting Requirements**

For the information reported under the various program categories, each program will need to report disaggregate numbers served, number of potential responders engaged, and number of referrals for treatment and other services by:

(A) The following Age groups:

- 0-15 (children/youth)
- 16-25 (transition age youth)
- 26-59 (adult)
- ages 60+ (older adults)
- Number of respondents who declined to answer the question

(B) Race by the following categories:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Other
- More than one race
- Number of respondents who declined to answer the question

(C) Ethnicity by the following categories:

(i) Hispanic or Latino as follows

- Caribbean
- Central American
- Mexican/Mexican-American/Chicano
- Puerto Rican
- South American
- Other
- Number of respondents who declined to answer the question

(ii) Non-Hispanic or Non-Latino as follows

- African
- Asian Indian/South Asian
- Cambodian

- Chinese
- Eastern European
- European
- Filipino
- Japanese
- Korean
- Middle Eastern
- Vietnamese
- Other
- Number of respondents who declined to answer the question
- More than one ethnicity
- Number of respondents who declined to answer the question

(D) Primary language used listed by threshold languages

- English

- Spanish
- Mandarin

(E) Sexual orientation,

- Gay or Lesbian
- Heterosexual or Straight
- Bisexual
- Questioning or unsure of sexual orientation
- Queer
- Another sexual orientation
- Number of respondents who declined to answer the question

(F) Disability, defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness

- If Yes, report the number that apply in each domain of disability(ies)
 - Communication domain separately by each of the following:
 - difficulty seeing,
 - difficulty hearing, or having speech understood)
 - other, please specify
 - Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - Physical/mobility domain
 - Chronic health condition (including but not limited to chronic pain)
 - Other (specify)
 - No
- Number of respondents who declined to answer the question

(G) Veteran Status,

- Yes
- No
- Number of respondents who declined to answer the question

(H) Gender

- (i) Assigned sex at birth:
 - (a) Male
 - (b) Female
 - (c) Number of respondents who declined to answer the question
- (ii) Current gender identity:
 - (a) Male
 - (b) Female
 - (c) Transgender
 - (d) Genderqueer
 - (e) Questioning or unsure of gender identity
 - (f) Another gender identity
 - (g) Number of respondents who declined to answer the question

EXHIBIT B

PAYMENT

GENERAL: Contract Not to Exceed amount is \$737,092. This amendment adds \$210,046 to the previous total.

BILLING: Contractor will submit invoices for services rendered on a monthly basis.

INVOICES: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Accounts Payable and cc' comurphy@cityofberkeley.info;** (List on invoice, Attn: Conor Murphy/HHCS) and reference contract number 32000094.

City of Berkeley
Accounts Payable
P.O. Box 700
Berkeley, CA 94710-700
Email: AccountsPayable@cityofberkeley.info
Phone: 510-981-7310

Payments: The City will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of Youth Spirit Art Works (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Amdo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Karinj Pereira-Bowers Title: Director of Operations
Signature: [Handwritten Signature] Date: 1.23.2023
Business Entity: Youth Spirit Art Works

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract description/Specification No.: _____



A Head for Insurance. A Heart for Nonprofits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

The City of Berkeley its officers, agents, volunteers and employees
The Regents of the University of California, et al.

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Berkeley
Health, Housing & Community Services Dept
Mental Health Division/Compliance unit
3282 Adeline St
Berkeley, CA 94703

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION NO. 70,468-N.S.

CONTRACT NO. 32000094 AMENDMENT: YOUTH SPIRIT ARTWORKS FOR TRANSITION AGE YOUTH CASE MANAGEMENT AND LINKAGE SERVICES AND TINY HOUSE CASE MANAGEMENT

WHEREAS, Mental Health Services Act (MHSA) funds are allocated to mental health jurisdictions across the state for the purposes of transforming the mental health system into one that is consumer and family driven, culturally competent, wellness and recovery oriented, includes community collaboration, and implements integrated services; and

WHEREAS, on July 23, 2019 by Resolution No. 69,033-N.S., City Council authorized the City Manager to approve the MHSA Plan FY2019-2020 Annual Update; and

WHEREAS, within the City Council approved MHSA Plan FY2019-2020 Annual Update was an allocation of \$100,000 for contracted Transition Age Youth (TAY) Case Management and Linkage Services; and

WHEREAS, on December 3, 2019 by Resolution No. 69,194-N.S., City Council authorized the City Manager to approve amending Contract No. 32000094 through June 30, 2020 in an amount not to exceed \$100,000; and

WHEREAS, on June 2, 2020 by Resolution No. 69,436-N.S., City Council authorized the City Manager to approve amending Contract No. 32000094 through June 30, 2021 in an amount not to exceed \$217,000; and

WHEREAS, on July 28, 2020 by Resolution No. 69,511-N.S., City Council authorized the City Manager to approve amending Contract No. 32000094 through June 30, 2021 in an amount not to exceed \$317,000; and

WHEREAS, on November 30, 2021 by Resolution No. 70,121-N.S., City Council authorized the City Manager to approve amending Contract No. 32000094 through June 30, 2022 in an amount not to exceed \$527,046; and

WHEREAS, funds are available in the current budget year from the Mental Health Services Act (\$100,000 from ERMA GL Code 315-51-503-526-2017-000-451-636110 and \$32,046 from ERMA GL Code 315-51-503-526-2016-000-451-636110) and Measure P (\$78,000 from ERMA GL Code 011-51-503-523-5002-000-451-636110).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager or her designee is authorized to execute an amendment to Contract No. 32000094 with Youth Spirit Artworks for Transition Age Youth case management and linkage services and Tiny House case management increasing the contract by \$210,046 for a new total not to exceed amount of \$737,092, and extending the contract through June 20, 2023. A record signature copy of said contract and any amendments to be on file in the City Clerk Department.

The foregoing Resolution was adopted by the Berkeley City Council on July 26, 2022 by the following vote:

Ayes: Bartlett, Hahn, Harrison, Kesarwani, Robinson, Taplin, Wengraf, and Arreguin.

Noes: None.

Absent: Droste.



Jesse Arreguin, Mayor

Attest: 
Mark Numainville, City Clerk

RECEIVED

JAN 24 2023

CITY OF BERKELEY
CITY CLERK DEPARTMENT