

# **Executive Board Meeting Agenda**

February 13, 2020 9:00 AM – 10:00 AM 1900 Dinuba Blvd., Suite G, Visalia, CA 93291

#### **Mission Statement:**

To coordinate and leverage policy and resources that empower community partners to address homelessness in Kings and Tulare County.

	Suzy Ward, President Lateena Ling, Secretary Becky Huber, Treasurer Esam Abed, Member at Large Marisol De La Vega Cardoso, Member at Large	<ul> <li>Charles Felix, Member at Large</li> <li>Stacy Heaton, Member at Large</li> <li>Nate Henry, Member at Large</li> <li>Vacant, Member at Large (Consumer)</li> <li>Machael Smith, Executive Director</li> </ul>		
l.	Call meeting to order			
II.	Consent Items:			
	<ul><li>A. Previous Meeting Minutes</li><li>B. Executive Director Report</li><li>C. Execution of California Emergency Solutions</li></ul>	and Housing (CESH) program contract		
III.	. Financial Report			
IV.	Alliance Business: Action/Discussion Items			
	<ul><li>A. Member at Large Board Position</li><li>B. Secure Consultant for Technical Assistance/</li><li>C. Housing Heroes Event</li></ul>	Strategic Support		
V.	Adjourn			





## **Executive Director Report February 2020**

#### **General Activities**

- Audit: Our audit is currently underway and is expected to be completed, along with our 18/19 tax return, by March.
- Staffing:

Landlord Relations Specialist – The job has been posted and will remain open until filled.

I will be attending the National Alliance to End Homelessness conference in Oakland February 19<sup>th</sup> – 21<sup>st</sup>.

#### **Strategic Initiatives**

#### **FUNDING**

The Homeless Housing, and Prevention (HHAP) program application deadline is February 15, 2020. Our application for the CoC portion of the allocation will be submitted by the deadline. Tulare County has decided to allocate their portion to the CoC for inclusion in the next Pool for Homeless Initiatives Locally (PHIL) NOFA.

#### PROJECT HOMELESS CONNECT/POINT IN TIME

All four events were successful and occurred without any major issues. We are working with the HMIS team and PHC chairs to finalize the data, but have the following tentative information:

Venue	Service Providers	Volunteers	Guests	
Hanford	12	69	120	
Porterville	27	127	140	
Tulare	TBA	TBA	143	
Visalia	17	80	176	
		Total	579	

In addition to the four magnet events, we partnered with local service providers, volunteers, and stakeholders to administer surveys for those that did not attend PHC.

■ In Kings County, canvassing occurred throughout the county on 1/23 and 1/24. Partners included Kings Co. Whole Person Care, Kings United Way, and Kingsview.

- In Dinuba, canvassing occurred on 1/28 throughout the city. Partners included code enforcement, Dinuba PD, and the KTHA team.
- In Porterville, canvassing occurred on 1/25 with a focus on the river and known hotspots. Partners included CCFCC, City of Porterville, and Operation Lend a Hand.
- In Tulare, canvassing occurred on 1/27 and 1/28 with a focus on the railroad tracks, Page Truck Stop, Tulare Emergency Aid, and near Walmart. Partners included United Way of Tulare County, City of Tulare, and the KTHA team.
- In Visalia, canvassing occurred on 1/27 and 1/28 with a focus on the St. John's river, Mooney Boulevard, and a variety of hotspots. Partners included HHSA, Family Services, VA, and the KTHA team.

#### LANDLORD MITIGATION FUND

#### LMF stats:

Participating Agencies - 4
Participating Landlords - 4
Approved Properties - 2

#### KINGS/TULARE TASK FORCE UPDATES

- Kings: The draft gaps analysis is now complete and under review by both KTHA and Kings County Health Department. It will be shared at the next Collaborative meeting, scheduled for February 19<sup>th</sup>. Additionally, we are working on a shared vision with Kings. Co. Human Services, Behavioral Health, and Health Department to develop an affordable housing project similar to the Porterville Finca Serena complex. All entities have agreed to collaborate with funding available through No Place Like Home, Whole Person Care, and Homeless Assistance and Housing program, and CoC PSH vouchers.
- Tulare: The Tulare County Board of Supervisors has adopted the new homeless plan, along with Porterville, Tulare, and Visalia. The next taskforce meeting takes place on Feb. 26 and discussion will continue on the infrastructure needed to support plan implementation.

#### Coordinated Entry

For the period of 7/1/19 - 12/31/19, 60 people were referred for housing in the bi-county region. Of those, 22 people were housed (see Appendix A). The remaining 38 were looking for housing. Most of the clients referred during this reporting period are for the Mainstream Voucher Program through the Housing Authority of Tulare County (39), followed by Permanent Supportive Housing programs (14), and rapid rehousing (7).

#### LINC

The Local Initiatives Navigation Centers (LINC) are held weekly in Hanford and Visalia. During December a total of 142 guests were assisted by 10 service providers (see Appendix B). The Lighthouse Rescue Mission, has decided to no longer host Tulare LINC at their facility. We are working with local service providers in Tulare to identify a new host site.



## Appendix A – CES Referral Reports



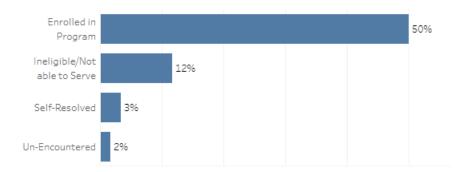
#### Client Dashboards

## **CES Referrals**

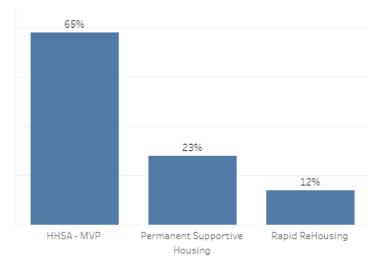
Referred 27
Closed Start Date 12/31/2019

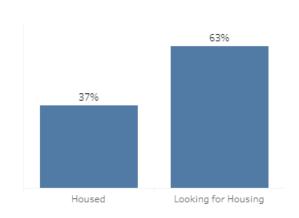
Total Referrals Days Referred Housed 60 92 22

#### Referral Outcome



## Referral Service Type

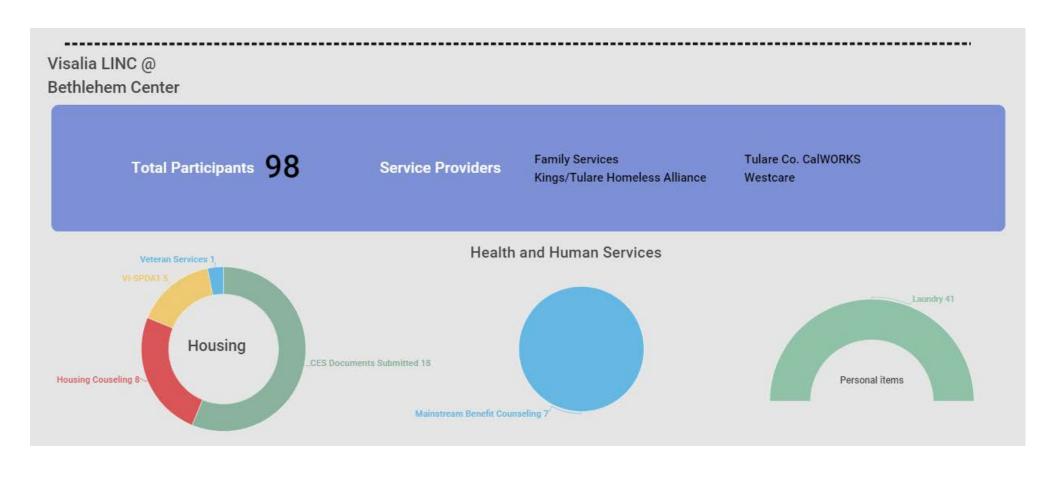


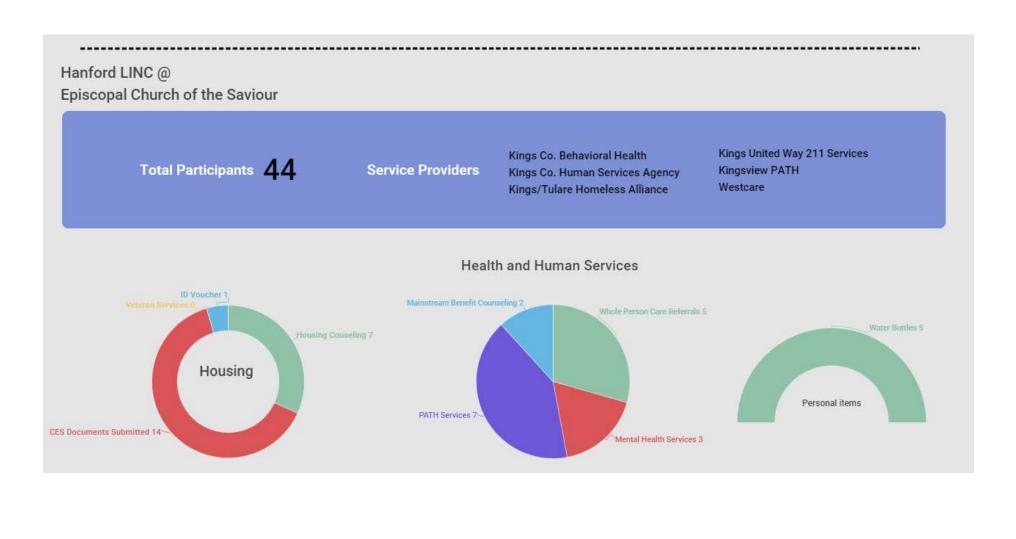




## Appendix B – LINC Report









#### Memo

February 11, 2020

TO: **Board of Directors** 

FROM: Machael Smith

**Executive Director** 

SUBJECT: California Emergency Solutions & Housing (CESH) Contract

#### SUMMARY:

In August 2018 and March 2019, the California Department of Housing and Community Development (HCD) announced the availability of approximately \$53 million and \$29 million, respectively, for the California Emergency Solutions and Housing (CESH) Program (https://www.hcd.ca.gov/grantsfunding/active-funding/cesh/docs/2018-&-2019-CESH-NOFAs-Amended.pdf). This is the second of two NOFAs for the CESH program.

The Alliance serves as the Administrative Entities (AEs) for the bi-county region and was eligible to apply for \$708,370. These funds were applied for and awarded in September 2019. In order to receive the funds, the Alliance must enter into a Standard Agreement with the State of California department of Housing and Community Development which is attached herein.

#### **RECOMMENDATION:**

That the Board agree to enter into a contract with the State of California for the CESH funding.



## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ADMINISTRATION AND MANAGEMENT DIVISION

Business & Contract Services Branch 2020 W. El Camino Avenue, Suite 130, 95833 P. O. Box 952054 Sacramento, CA 94252-2054 (916) 263-6872 www.hcd.ca.gov



JAN 2 7 2020

Machael Smith, Executive Director Kings/Tulare Continuum of Care on Homelessness P.O. Box 1742 Visalia. CA 93279

Dear Machael Smith:

RE: Kings/Tulare Continuum of Care on Homelessness Contract No. 19-CESH-12981

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

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

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

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

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

Exhibit D – CESH Program Terms and Conditions

Exhibit E - Special Conditions

### B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please review and complete one of the following options:

- 1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
- The person or persons authorized by the Resolution(s), must provide an original signature, printed name, title and date, using blue ink, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

- Option One: For electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in blue ink. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.
- Option Two: Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original, wet signature and in blue ink; do not return the Exhibits to HCD.
- 5. 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.
- 6. Return the e-signed copy or the five signed copies 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: La Tasha Jackson 2020 W. El Camino Avenue, Suite 130 Sacramento, CA 95833

Maintain a complete electronic version of the STD 213 and Exhibits A through E
for your pending file. <u>Note</u>: 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 Nicole' McCay, Section Chief, NOFA Federal Awards Section, at (916) 263-0422 or email <a href="Micole.McCay@hcd.ca.gov">Nicole.McCay@hcd.ca.gov</a>, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

La Tasha Jackson Contract Analyst

Je Serhe Grachen

cc: Nicole' McCay, Section Chief, NOFA Federal Awards Section

SERVICES STANDA STD 213 (Rev	RD AGREEMENT v. 03/2019)	AGREEMENT NUMBER 19-CESH-12981	PURCHASING AUTHORIT	PURCHASING AUTHORITY NUMBER (if applicable		
1. This Agre	eement is entered into between the Contracting A	Agency and the Contractor named be	elow:			
	TING AGENCY NAME MENT OF HOUSING AND COMMUNITY DEVELC	PMENT				
	TOR'S NAME are Continuum of Care on Homelessness					
2. The term	of this Agreement is:					
	D Approval					
	END DATE 'ears from the Effective Date					
3. The max \$708,392	imum amount of this Agreement is: 2.00					
I. The parti	es agree to comply with the terms and conditions	of the following exhibits, which are	by this reference made a pa	rt of the Agreement.		
EXHIBITS	TITLE		PAGE	S		
Exhibit A Exhibit B Exhibit C* Exhibit D Exhibit E Exhibit F	Budget Detail and Payment Provisions State of California General Terms and Condition CESH Program Terms and Conditions Special Conditions	ns	3 2 GT0 7 1 0	C - 04/2017		
	TOTAL NUMBER OF PAGES ATTACHED		13 ;	pages		
hese docu	un with an asterisk (*), are hereby incorporate uments can be viewed at https://www.dgs.ca.	gov/OLS/Resources		ched hereto.		
CONTRACT	TOR NAME (if other than an individual, state whet					
Kings/Tula	are Continuum of Care on Homelessness					
CONTRACTOR BUSINESS ADDRESS P.O. Box 1742		CITY Visalia	STATE CA	ZIP 93279		
	IAME OF DEDOON SIGNING		TITLE			

#### PRINTED NAME OF PERSON SIGNING CONTRACTOR AUTHORIZED SIGNATURE DATE SIGNED STATE OF CALIFORNIA CONTRACTING AGENCY NAME Department of Housing and Community Development CONTRACTING AGENCY ADDRESS STATE ZIP CITY CA 2020 W. El Camino Ave., Suite 130 Sacramento 95833 PRINTED NAME OF PERSON SIGNING TITLE Synthia Rhinehart Contracts Manager, Business & Contract Services Branch DATE SIGNED CONTRACTING AGENCY AUTHORIZED SIGNATURE

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

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

#### **EXHIBIT A**

#### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### 1. Authority

Pursuant to Chapter 2.8 (commencing with Section 50490) of Part 2 of Division 31 of the Health and Safety Code enacted in 2018, as amended and in effect from time to time (the "CESH Statutes"), the State has established the California Emergency Solutions and Housing Program (the "Program"). This Standard Agreement along with all its exhibits (the "Agreement") is entered under the authority of, and in furtherance of the purpose of, the Program. Pursuant to Health and Safety Code, Section 50490.1(b), the California Department of Housing and Community Development (referred to herein as "HCD" or "Department") has issued that certain Notice of Funding Availability, dated March 21, 2019, as amended from time to time (the "NOFA") to govern administration of the fund and carry out the Program.

#### 2. Purpose

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

#### 3. **Definitions**

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

#### 4. Scope of Work

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

- A. Rental assistance, housing relocation and stabilization services to ensure housing affordability to individuals experiencing homeless or who are at risk of homelessness.
- B. Operating subsidies in the form of 15-year capitalized operating reserves for new and existing affordable permanent housing units for homeless individuals and/or families.
- C. Flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals and families. Funds used for purposes of this paragraph may support rental assistance, bridge subsidies to property owners waiting for approval from another permanent rental subsidy source, vacancy payments, or project-based rent or operating reserves.

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

#### **EXHIBIT A**

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
  - 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
  - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
  - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance.
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall mean a unit of local government, a private non-profit, or a for-profit organization.

#### 5. Department Contract Coordinator

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

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

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

#### **EXHIBIT A**

#### 6. Contractor Contract Coordinator

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

Authorized Representative Name:	Machael Smith		
Authorized Representative Title:	Executive Director		
Agency Name:	Kings/Tulare Continuum of Care on Homelessness		
Address:	P.O. Box 1742		
	Visalia, CA 93279		
Phone No.:	(559) 738-8733		
Email Address:	msmith@kthomelessalliance.org		

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

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. This Agreement shall terminate five (5) years after the Effective Date as stated in STD 213, paragraph 2 (such date, the "Expiration Date").
- C. Grant expenses must be incurred from the Effective Date of this Agreement until the date which is 90 calendar days prior to the Expiration Date (such date, the "Expenditure Deadline").
- D. Any expenses incurred prior to the Effective Date or after the Expenditure Deadline will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by the Expenditure Deadline shall be disencumbered and revert to the Department.
- E. Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD.

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

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#### **EXHIBIT B**

#### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. Budget Detail

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	\$166,528
Flexible Housing Subsidy Funds	\$131,109
Operating Support for Emergency Housing Interventions	\$258,507
Systems Support	\$116,828
Projected Administration Costs	<u>\$ 35,420</u>
TOTAL AWARD AMOUNT	\$708,392

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

#### 2. Conditions of Disbursement

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

- A. Payee Data Record (STD 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant:
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

#### 3. Performance

Contractor must issue award letters to any Subrecipients within 24 months of an award letter from HCD and observe all other performance requirements as specified herein.

California Emergency Solutions and Housing (CESH) Program

NOFA Date: 03/21/19

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#### **EXHIBIT B**

#### 4. Fiscal Administration

- A. The Contractor may request a disbursement of up to 40% of total awarded Grant funds at one time. After initial disbursement, Contractor must demonstrate prior to each subsequent disbursement request, using the forms provided by HCD, that at least 80% of Grant funds previously disbursed have been expended by Contractor or otherwise awarded to Subrecipients pursuant to the terms of this Agreement. Administrative costs related to the planning and execution of eligible activities shall not exceed 5% of each disbursement.
- B. A separate checking account for the Grant funds is not required. However, the Contractor shall deposit Grant funds in an interest-bearing checking or savings account insured by the federal or state government. All interest earned from the deposit of Grant funds shall be used for eligible Program activities and accounted for in Contractor's annual expenditure report.
- C. The Contractor shall make a good faith effort to minimize the number of disbursement requests by anticipating and requesting funds in advance.
- D. The Contractor may request that Grant funds awarded for a certain eligible activity be moved to another awarded activity without an amendment to this Agreement. This request must be made in writing to HCD and shall be effective only upon written HCD approval. HCD's decision to approve or deny any such request shall be final, absent fraud, mistake or arbitrariness.
- E. Any Grant funds which have not been expended by the Expenditure Deadline must be returned to HCD with accrued interest. Checks shall be made payable to the Department of Housing and Community Development and shall be mailed to the Department at the address below, no later than (thirty) 30 calendar days after the Expenditure Deadline.

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

California Emergency Solutions and Housing (CESH) Program

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#### **CESH PROGRAM TERMS AND CONDITIONS**

#### 1. <u>Strict Compliance</u>

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

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

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

#### 3. Eligible Activities

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

- A. A Contractor shall not use more than 40% of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).
- B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20% of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.
- C. A Contractor shall not use more than 5% of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

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

#### 4. Core Practices

- A. A Contractor or Subrecipient must provide eligible activities in a manner consistent with the housing first practices described in California Code of Regulations, title 25, section 8409(b)(1)-(6). A Contractor or Subrecipient allocated funds for eligible activities that provide permanent housing shall incorporate the core components of Housing First as provided in Section 8255(b) of the Welfare and Institutions Code.
- B. Except in the case of a program or project specifically targeting homelessness prevention activities as part of shelter diversion activities, as described in Section II.B.4.C of the NOFA, a Contractor that is allocated CESH Program funds shall prioritize assistance to homeless individuals and families over assistance to individuals and families at risk of homelessness.

#### 5. Monitoring Grant Activities

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with CESH requirements. An onsite monitoring visit of Subrecipients and any other service providers shall occur whenever determined necessary by the Contractor, but at least once during the Grant period.
- B. The Department will monitor the performance of the Contractor based on a risk assessment and according to the terms of this Agreement. The Department may also monitor any Subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.
- C. The Department will monitor the performance of the Contractor and funded projects based on the performance measures tracked by HMIS data for the CoC service area. The Department will work collaboratively with the Contractor to develop performance improvement plans if project-level or system-wide performance is determined to be substandard by the Department in its reasonable discretion.
- D. As requested by the Department, the Contractor shall submit to the Department all CESH monitoring documentation necessary to ensure that Contractor and its Subrecipients are in continued compliance with CESH requirements. Such documentation requirements and the submission deadline shall be provided by the Department at the time such information is requested from the Contractor.

California Emergency Solutions and Housing Program (CESH)

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#### 6. Reporting/Audits

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

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2020 in addition to reporting all activities from the 7/1/20 - 6/30/21 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:
  - 1) The Contractor's program or project selection process performed in collaboration with the CoC;
  - 2) Amounts awarded to Subrecipients with the activity(ies) identified;
  - 3) Projected performance measures;
  - 4) Contract expenditures;
  - 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
  - 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
    - a. The number of homeless persons served;
    - b. The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
    - c. The number of homeless persons exiting the program or project to permanent housing; and,
    - d. The number of persons that return to homelessness after exiting the program or project.
- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

California Emergency Solutions and Housing Program (CESH)

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- D. The Department reserves the right to perform or cause to be performed a financial audit. At the Department's request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- E. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in 24 CFR 85.36.
  - 1) The Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Contractor is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Contractor must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

#### 7. Retention and Inspection of Records

- A. The Contractor is responsible for maintaining records which fully disclose the activities funded by the Grant. Adequate documentation of each transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to Grant funds.
- B. The Contractor agrees that the Department or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its designee, with any relevant information requested. The Contractor agrees to permit the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the CESH Statutes, the NOFA, and this Agreement.
- C. The Contractor further agrees to retain all records for a period of (5) five years after the end of the term of this Agreement:
  - 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

- 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

#### 8. Breach and Remedies

- A. The following shall each constitute a breach of this Agreement:
  - 1) Contractor's failure to comply with the terms of this Agreement.
  - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
  - 1) Bar the Contractor from applying for future CESH funds;
  - Revoke any other existing CESH award(s) to the Contractor;
  - 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
  - 4) Require repayment of CESH funds disbursed and expended under this agreement;
  - 5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
  - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

- 7) Seek such other remedies as may be available under the relevant agreement or any law.
- C. All remedies available to the Department are cumulative and not exclusive and shall survive the expiration date of the contract.
- D. The Department may give written notice to the Contractor to cure the breach or violation within a period of not less than 15 days.

#### 9. Termination

- A. The Department may terminate this Agreement at any time for cause by giving a minimum of fourteen (14) days' notice of termination, in writing, to the Contractor. Cause shall consist of, violations of any terms and/or special conditions of this Agreement, the CESH Statutes, or the NOFA. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Contractor shall be returned to the Department within thirty (30) days of the notice of termination.
- B. This Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- C. The Department has the option to terminate this Agreement under the fourteen (14) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

#### 10. Waivers

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

#### 11. Relocation

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

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

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

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

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

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

#### 14. <u>Litigation</u>

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

California Emergency Solutions and Housing Program (CESH)

NOFA Date: 03/21/19

NOFA Amended Date: 04/08/19 and 06/10/19

#### **EXHIBIT E**

## SPECIAL CONDITIONS

These Special Conditions are specific for this Standard Agreement.

1. None.

California Emergency Solutions and Housing (CESH) Program

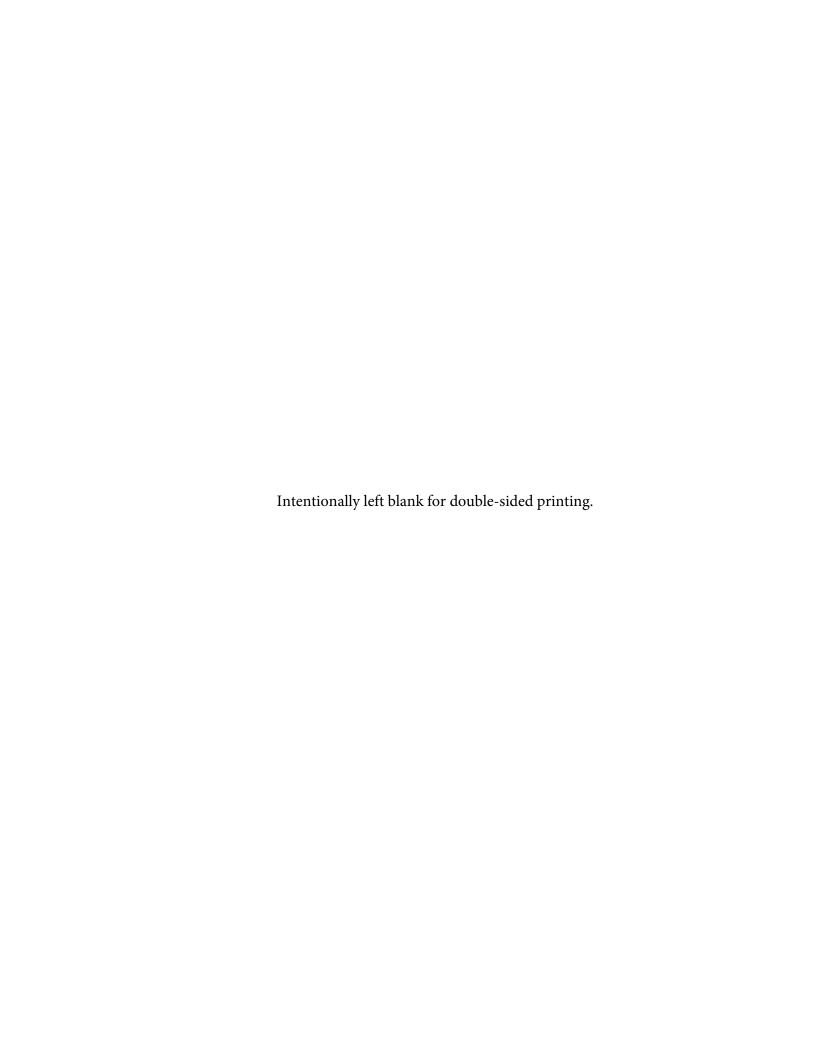
NOFA Date: 03/21/2019

NOFA Amended Date: 04/08/19 and 06/10/19

# Kings/Tulare Continuum of Care on Homelessness Balance Sheet

As of December 31, 2019

	Dec 31, 19
ASSETS	
Current Assets Checking/Savings	
10100 · Bank of the Sierra	9,561.08
10200 · CVCB Checking	855,643.74
10210 · CVCB Money Market LMF 7958	69,068.09
10220 · CVCB Money Market General 7966 10230 · CVCB Petty Cash	2,302,339.84 100.00
Total Checking/Savings	3,236,712.75
Accounts Receivable	
11000 · Accounts Receivable 11400 · Grants Receivable	38,424.69 45,952.93
Total Accounts Receivable	84,377.62
Other Current Assets	
12000 · Undeposited Funds	5,943.80
13000 · Prepaid Expenses	3,309.53
Total Other Current Assets	9,253.33
Total Current Assets	3,330,343.70
TOTAL ASSETS	3,330,343.70
LIABILITIES & EQUITY Liabilities Current Liabilities	
Accounts Payable	
20000 · Accounts Payable 20100 · Grants Payable	45,881.75 16,567.53
Total Accounts Payable	62,449.28
•	02,440.20
Credit Cards  23000 · Visa Bank of the Sierra	4,347.78
Total Credit Cards	4,347.78
Other Current Liabilities	
21100 · Direct Deposit Liabilities	10,231.39
24000 · Payroll Liabilities 24300 · Deferred Revenue	6,702.23
24300 · Deletted Revenue	3,007,618.49
Total Other Current Liabilities	3,024,552.11
Total Current Liabilities	3,091,349.17
Total Liabilities	3,091,349.17
Equity 30000 · Opening Balance Equity 30001 · Temporary Restricted Net Assets	4.82
30030 · Restricted - Visalia PHC	586.22
30040 · Restricted - Porterville PHC	6,413.47
30050 · Restricted - Hanford PHC 30060 · Restricted - Tulare PHC	4,394.23 6,804.30
Total 30001 · Temporary Restricted Net Assets	18,198.22
	·
30005 · Net Assets 32000 · Unrestricted Net Assets	7,420.93 204,740.48
Net Income	8,630.08
Total Equity	238,994.53
TOTAL LIABILITIES & EQUITY	3,330,343.70
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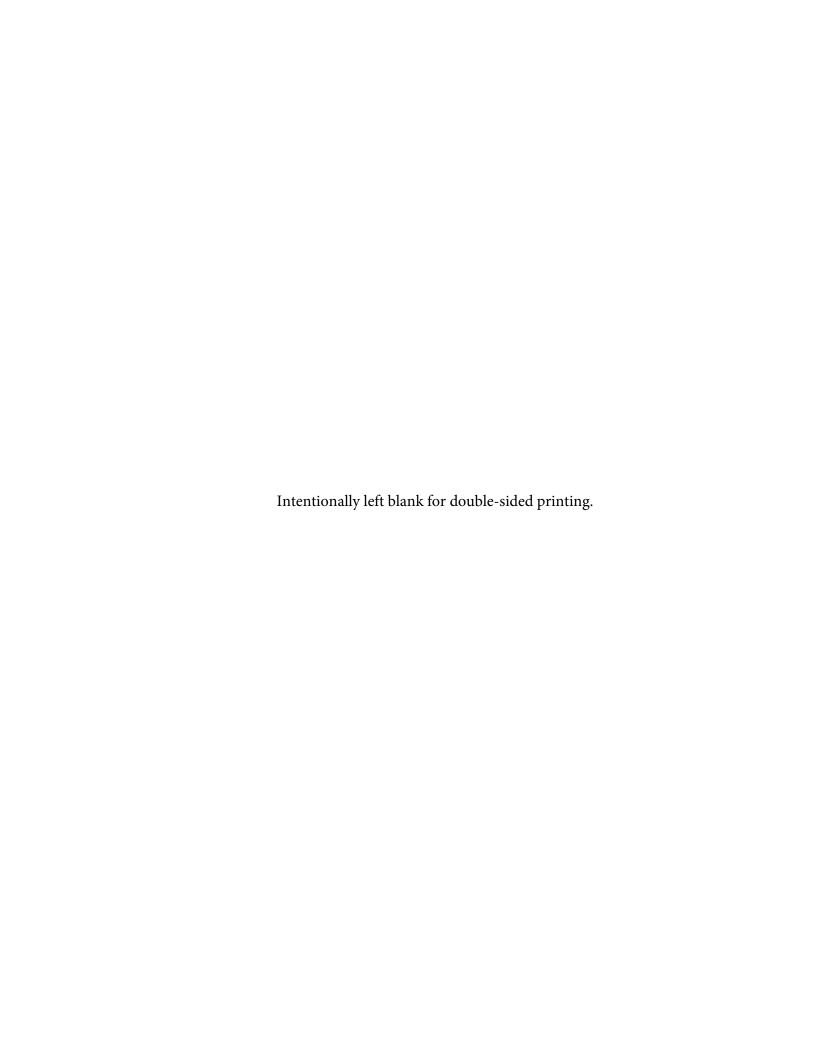
6:48 AM 02/12/20

**Accrual Basis** 

### Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_CDBG Accounts

July through December 2019

	CDBG Hanford	CDBG Porterville	CDBG Tulare	CDBG Visalia	TOTAL
Ordinary Income/Expense					
Income					
44500 · Grant Income  44530 · Local & Government Grants  44531 · Hanford CDBG Grant  44532 · Porterville CDBG Grant  44533 · Tulare CDBG Grant	4,164.25 0.00 0.00	0.00 3,128.74 0.00	0.00 0.00 2,611.01	0.00 0.00 0.00	4,164.25 3,128.74 2,611.01
44534 · Visalia CDBG Grant	0.00	0.00	0.00	8,592.04	8,592.04
Total 44530 · Local & Government Grants	4,164.25	3,128.74	2,611.01	8,592.04	18,496.04
Total 44500 · Grant Income	4,164.25	3,128.74	2,611.01	8,592.04	18,496.04
Total Income	4,164.25	3,128.74	2,611.01	8,592.04	18,496.04
Gross Profit	4,164.25	3,128.74	2,611.01	8,592.04	18,496.04
Expense 60900 · Business Expenses 60920 · Business Registration/License 60960 · Business Taxes (Unsecured)	1.96 0.69	1.47 0.52	1.23 0.44	4.04 1.43	8.70 3.08
Total 60900 · Business Expenses	2.65	1.99	1.67	5.47	11.78
62100 · Contract Services 62110 · Accounting Fees	142.13	106.75	89.07	293.41	631.36
Total 62100 · Contract Services	142.13	106.75	89.07	293.41	631.36
65000 · Operations 65010 · Books, Subscriptions, Reference 65020 · Postage, Mailing Service 65040 · Supplies 65041 · Software 65052 · Telecommunications 65060 · Equipment 65070 · Hosting Fees 65080 · Bank/Credit CardService Charges 65090 · Rent 65091 · Utilities 65093 · Repairs / Maintenance	0.08 13.73 76.33 27.31 64.90 32.52 7.43 0.18 208.35 34.10 32.21	0.06 11.39 57.35 20.52 48.73 24.43 5.57 0.12 156.49 25.61 24.20	0.05 10.21 47.85 17.11 40.66 20.37 4.65 0.12 130.57 21.38 20.19	0.17 23.78 157.58 56.37 133.97 67.14 15.34 0.36 430.12 70.42 66.50	0.36 59.11 339.11 121.31 288.26 144.46 32.99 0.78 925.53 151.51 143.10
Total 65000 · Operations	497.14	374.47	313.16	1,021.75	2,206.52
65100 · Other Types of Expenses 65110 · Advertising Expenses 65120 · Insurance - Liability, D and O 65150 · Prof. Memberships and Dues 65160 · Other Costs 65170 · Staff Development/Training 65190 · Payroll Service	2.62 44.63 8.21 1.34 2.42 2.04	1.96 33.51 6.16 1.01 1.82 1.53	1.64 27.96 5.14 0.84 1.52 1.29	5.40 92.12 16.91 2.77 5.00 4.21	11.62 198.22 36.42 5.96 10.76 9.07
Total 65100 · Other Types of Expenses	61.26	45.99	38.39	126.41	272.05
65200 · Program Expenses 65210 · Equipment/Rentals	6.63	4.98	4.15	13.68	29.44
Total 65200 · Program Expenses	6.63	4.98	4.15	13.68	29.44
66000 · Wages, Taxes, Payroll Expenses 66001 · Payroll Expense 66002 · Insurance - Workers Comp	3,436.24 5.68	2,580.88 4.27	2,153.19 3.57	7,093.71 11.73	15,264.02 25.25
Total 66000 · Wages, Taxes, Payroll Expenses	3,441.92	2,585.15	2,156.76	7,105.44	15,289.27
68300 · Travel and Meetings 68310 · Conference, Convention, Meeting 68320 · Travel	0.31 12.23	0.24 9.18	0.20 7.65	0.65 25.24	1.40 54.30
Total 68300 · Travel and Meetings	12.54	9.42	7.85	25.89	55.70
Total Expense	4,164.27	3,128.75	2,611.05	8,592.05	18,496.12
Net Ordinary Income	-0.02	-0.01	-0.04	-0.01	-0.08
Net Income	-0.02	-0.01	-0.04	-0.01	-0.08



8:23 AM 02/12/20 **Accrual Basis** 

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_HUD July through December 2019

	HUD17	HUD18	TOTAL	
Ordinary Income/Expense				
Income 44500 · Grant Income				
44520 · Federal Grants 44521 · HUD Grants	10,203.98	25,318.61	35,522.59	
Total 44520 · Federal Grants	10,203.98	25,318.61	35,522.59	
Total 44500 · Grant Income	10,203.98	25,318.61	35,522.59	
47200 · Program Income 47240 · Program Service Fees	0.00	4,250.00	4,250.00	
Total 47200 · Program Income	0.00	4,250.00	4,250.00	
Total Income	10,203.98	29,568.61	39,772.59	
Gross Profit	10,203.98	29,568.61	39,772.59	
	.0,200.00	20,000.0	00,1.2.00	
Expense 60900 · Business Expenses 60920 · Business Registration/License	1.96	8.52	10.48	
60960 · Business Taxes (Unsecured)	2.88	0.00	2.88	
Total 60900 · Business Expenses	4.84	8.52	13.36	
62100 · Contract Services	70.00	070.40	744.04	
62110 · Accounting Fees 62150 · Outside Contract Services	72.32 0.00	672.49 5,000.00	744.81 5,000.00	
Total 62100 · Contract Services	72.32	5,672.49	5,744.81	
65000 · Operations				
65010 · Books, Subscriptions, Reference	0.34	0.00	0.34	
65020 · Postage, Mailing Service	4.78	46.07	50.85	
65040 · Supplies 65041 · Software	149.47 32.66	237.62 112.14	387.09 144.80	
65052 · Telecommunications	103.27	234.38	337.65	
65060 · Equipment	69.82	104.13	173.95	
65070 · Hosting Fees	25.31	7.40	32.71	
65080 · Bank/Credit CardService Charges	0.28	0.60	0.88	
65090 · Rent	346.83	731.99	1,078.82	
65091 · Utilities	80.75	87.82	168.57	
65093 · Repairs / Maintenance	64.18	101.23	165.41	
Total 65000 · Operations	877.69	1,663.38	2,541.07	
65100 · Other Types of Expenses		• • •	44.00	
65110 · Advertising Expenses	7.14	6.88	14.02	
65120 · Insurance - Liability, D and O	74.26	156.81	231.07	
65150 · Prof. Memberships and Dues	13.48 0.00	28.99 7.23	42.47 7.23	
65160 · Other Costs 65170 · Staff Development/Training	6.60	6.36	12.96	
65190 · Payroll Service	3.55	6.99	10.54	
Total 65100 · Other Types of Expenses	105.03	213.26	318.29	
65200 · Program Expenses 65210 · Equipment/Rentals	10.84	24.55	35.39	
Total 65200 · Program Expenses	10.84	24.55	35.39	
66000 · Wages, Taxes, Payroll Expenses				
66001 · Payroll Expense 66002 · Insurance - Workers Comp	8,380.74 10.58	16,682.14 39.21	25,062.88 49.79	
Total 66000 · Wages, Taxes, Payroll Expenses	8,391.32	16,721.35		
68300 · Travel and Meetings				
68310 · Conference, Convention, Meeting 68320 · Travel	625.86 116.09	729.59 285.45	1,355.45 401.54	

8:23 AM 02/12/20 **Accrual Basis** 

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_HUD July through December 2019

	HUD17	HUD18	TOTAL
Total 68300 · Travel and Meetings	741.95	1,015.04	1,756.99
Total Expense	10,203.99	25,318.59	35,522.58
Net Ordinary Income	-0.01	4,250.02	4,250.01
Net Income	-0.01	4,250.02	4,250.01

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_CES & TCHHSA

	CES	CES TCHHSA	TOTAL	
44500 · Grant Income				
44520 · Federal Grants 44521 · HUD Grants	86.555.85	0.00	86,555.85	
<del>-</del>		0.00	<u> </u>	
Total 44520 · Federal Grants	86,555.85		86,555.85	
Total 44500 · Grant Income	86,555.85	0.00	86,555.85	
47200 · Program Income 47240 · Program Service Fees	0.00	13,247.94	13,247.94	
Total 47200 · Program Income	0.00	13,247.94	13,247.94	
Total Income	86,555.85	13,247.94	99,803.7	
ross Profit	86,555.85	13,247.94	99,803.79	
Expense				
60900 · Business Expenses	20.22	4.40	22.02	
60920 · Business Registration/License 60960 · Business Taxes (Unsecured)	29.33 15.23	4.49 2.33	33.82 17.56	
Total 60900 · Business Expenses	44.56	6.82	51.3	
62100 · Contract Services				
62110 · Accounting Fees	2,235.06	341.97	2,577.03	
Total 62100 · Contract Services	2,235.06	341.97	2,577.03	
65000 · Operations				
65010 · Books, Subscriptions, Reference 65020 · Postage, Mailing Service	1.80 150.84	0.27 27.73	2.07 178.57	
65040 · Supplies	1,399.11	213.81	1,612.92	
65041 · Software	413.00	63.19	476.19	
65052 · Telecommunications	1,841.95	281.81	2,123.76	
65060 · Equipment	953.35 450.33	145.86	1,099.21	
65070 · Hosting Fees 65080 · Bank/Credit CardService Charges	150.32 2.69	23.00 0.42	173.32 3.11	
65090 · Rent	3,268.68	500.11	3,768.79	
65091 · Utilities	607.11	92.89	700.00	
65093 · Repairs / Maintenance	508.31	77.78	586.09	
Total 65000 · Operations	9,297.16	1,426.87	10,724.03	
65100 · Other Types of Expenses				
65110 · Advertising Expenses	53.03	8.12	61.15	
65120 · Insurance - Liability, D and O 65150 · Prof. Memberships and Dues	699.95 128.33	107.08 19.63	807.03 147.96	
65160 · Other Costs	275.79	44.63	320.42	
65170 · Staff Development/Training	372.44	56.99	429.43	
65190 · Payroll Service	32.60	5.00	37.60	
Total 65100 · Other Types of Expenses	1,562.14	241.45	1,803.5	
65200 · Program Expenses	540.55	00.00	000.47	
65210 · Equipment/Rentals 65220 · Client Consumables	546.55 1,708.80	83.62 261.45	630.17 1,970.25	
	1,1 00.00	201.10	1,070.20	
65230 · Program Services	20.26	4.64	35.00	
65230.1 · Birth Certificates 65230.8 · Transportation	30.36 95.40	4.64 14.60	35.00 110.00	
65232 · Housing/Counseling Services	30.40	14.00	110.00	
65232.3 · Application Fee	74.80	11.45	86.25	
65232 · Housing/Counseling Services - Other	86.73	13.27	100.00	
Total 65232 · Housing/Counseling Services	161.53	24.72	186.25	
65233 · Outreach Services	757.89	115.96	873.85	
Total 65230 · Program Services	1,045.18	159.92	1,205.10	
Total 65200 · Program Expenses	3,300.53	504.99	3,805.5	
66000 · Wages, Taxes, Payroll Expenses				
66001 · Payroll Expense 66002 · Insurance - Workers Comp	67,606.37 130.56	10,344.01 17.77	77,950.38 148.33	
Total 66000 · Wages, Taxes, Payroll Expenses	67,736.93	10,361.78	78,098.7	
68300 · Travel and Meetings				
68310 · Conference, Convention, Meeting	3.77	0.58 363.48	4.35 2,739.18	
68320 · Travel	2,375.70			

7:46 AM 02/12/20 Accrual Basis

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_CES & TCHHSA

	CES	CES TCHHSA	TOTAL
Total 68300 · Travel and Meetings	2,379.47	364.06	2,743.53
Total Expense	86,555.85	13,247.94	99,803.79
Net Ordinary Income	0.00	0.00	0.00
Net Income	0.00	0.00	0.00

## Kings/Tulare Continuum of Care on Homelessness Board P&L CESH

	CESH	TOTAL
Ordinary Income/Expense		
Income 47600 · Interest and Dividends Earned 44500 · Grant Income 44540 · State Grants	60.61	60.61
44542 · CESH Grant	120,976.73	120,976.73
Total 44540 · State Grants	120,976.73	120,976.73
Total 44500 · Grant Income	120,976.73	120,976.73
Total Income	121,037.34	121,037.34
Gross Profit	121,037.34	121,037.34
Expense		
60900 · Business Expenses 60920 · Business Registration/License	6.30	6.30
Total 60900 · Business Expenses	6.30	6.30
65100 · Other Types of Expenses		
65160 · Other Costs	4.38	4.38
65190 · Payroll Service	5.54	5.54
65170 · Staff Development/Training	7.79 8.42	7.79 8.42
65110 · Advertising Expenses 65150 · Prof. Memberships and Dues	22.44	22.44
65120 · Insurance - Liability, D and O	121.87	121.87
Total 65100 · Other Types of Expenses	170.44	170.44
68300 · Travel and Meetings		
68320 · Travel	5.99	5.99
68310 · Conference, Convention, Meeting	442.21	442.21
Total 68300 · Travel and Meetings	448.20	448.20
65000 · Operations	2.42	0.40
65080 · Bank/Credit CardService Charges	0.46	0.46
65070 · Hosting Fees	5.07	5.07
65020 · Postage, Mailing Service	30.82	30.82
65091 · Utilities	72.08	72.08
65041 · Software	83.56	83.56
65093 · Repairs / Maintenance 65060 · Equipment	84.56 103.95	84.56 103.95
65052 · Telecommunications	181.49	181.49
65090 · Rent	568.88	568.88
65040 · Supplies	602.86	602.86
Total 65000 · Operations	1,733.73	1,733.73
66000 · Wages, Taxes, Payroll Expenses	.,	.,
66002 · Insurance - Workers Comp	35.91	35.91
66001 · Payroll Expense	15,563.07	15,563.07
Total 66000 · Wages, Taxes, Payroll Expenses	15,598.98	15,598.98
65200 · Program Expenses		
65210 · Equipment/Rentals	21.05	21.05
65220 · Client Consumables 65220.5 · Stipend	100.00	100.00
·		
Total 65220 · Client Consumables	100.00	100.00
65230 · Program Services		
65232 · Housing/Counseling Services	24.05	24.05
65232.3 · Application Fee 65232 · Housing/Counseling Services - Other	31.25 195.00	31.25 195.00
65232.2 · Utility Deposit	291.65	291.65
65232.4 · Move-in Expenses	399.00	399.00
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12:38 PM 02/09/20 Accrual Basis

## Kings/Tulare Continuum of Care on Homelessness Board P&L CESH

	CESH	TOTAL
65232.1 · Security Deposit	10,588.00	10,588.00
Total 65232 · Housing/Counseling Services	11,504.90	11,504.90
65230 · Program Services - Other	29,735.60	29,735.60
Total 65230 · Program Services	41,240.50	41,240.50
Total 65200 · Program Expenses	41,361.55	41,361.55
62100 · Contract Services 62110 · Accounting Fees 62150 · Outside Contract Services	407.51 61,250.00	407.51 61,250.00
Total 62100 · Contract Services	61,657.51	61,657.51
Total Expense	120,976.71	120,976.71
Net Ordinary Income	60.63	60.63
Net Income	60.63	60.63

### Kings/Tulare Continuum of Care on Homelessness Board P&L HEAP

	HEAP Administrat (HEAP)	HEAP Services (HEAP)	HEAP - Other (HEAP)	Total HEAP	TOTAL
Ordinary Income/Expense					
Income 44500 · Grant Income					
44540 · State Grants 44541 · HEAP	28,593.84	2,739.17	0.00	31,333.01	31,333.01
	<del></del>	<del></del>			<u> </u>
Total 44540 · State Grants	28,593.84	2,739.17	0.00	31,333.01	31,333.01
Total 44500 · Grant Income	28,593.84	2,739.17	0.00	31,333.01	31,333.01
47600 · Interest and Dividends Earned	0.00	0.00	2,410.97	2,410.97	2,410.97
Total Income	28,593.84	2,739.17	2,410.97	33,743.98	33,743.98
Gross Profit	28,593.84	2,739.17	2,410.97	33,743.98	33,743.98
Expense 60900 · Business Expenses 60920 · Business Registration/License 60960 · Business Taxes (Unsecured)	9.56 1.56	0.00 0.00	0.00 0.00	9.56 1.56	9.56 1.56
Total 60900 · Business Expenses	11.12	0.00	0.00	11.12	11.12
62100 · Contract Services 62110 · Accounting Fees	644.94	0.00	0.00	644.94	644.94
Total 62100 · Contract Services	644.94	0.00	0.00	644.94	644.94
65000 · Operations 65010 · Books, Subscriptions, Reference 65020 · Postage, Mailing Service 65040 · Supplies 65041 · Software 65052 · Telecommunications 65060 · Equipment 65070 · Hosting Fees 65080 · Bank/Credit CardService Charges 65090 · Rent 65091 · Utilities 65093 · Repairs / Maintenance  Total 65000 · Operations  65100 · Other Types of Expenses 65110 · Advertising Expenses 65120 · Insurance - Liability, D and O 65150 · Prof. Memberships and Dues 65160 · Other Costs 65170 · Staff Development/Training	0.18 46.11 323.93 131.33 294.99 156.89 21.05 0.77 936.18 136.19 142.56 2,190.18	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	0.18 46.11 323.93 131.33 294.99 156.89 21.05 0.77 936.18 136.19 142.56 2,190.18	0.18 46.11 323.93 131.33 294.99 156.89 21.05 0.77 936.18 136.19 142.56 2,190.18
65190 · Payroll Service	9.14	0.00	0.00	9.14	9.14
Total 65100 · Other Types of Expenses	280.81	0.00	0.00	280.81	280.81
65200 · Program Expenses 65210 · Equipment/Rentals 65230 · Program Services 65232 · Housing/Counseling Services 65232.2 · Utility Deposit 65232.4 · Move-in Expenses	31.63 0.00 0.00	0.00 483.30 1,106.58	0.00 0.00 0.00	31.63 483.30 1,106.58	31.63 483.30 1,106.58
Total 65232 · Housing/Counseling Services	0.00	1,589.88	0.00	1,589.88	1,589.88
Total 65230 · Program Services	0.00	1,589.88	0.00	1,589.88	1,589.88
Total 65200 · Program Expenses	31.63	1,589.88	0.00	1,621.51	1,621.51
66000 · Wages, Taxes, Payroll Expenses 66001 · Payroll Expense 66002 · Insurance - Workers Comp	25,372.27 51.45	1,146.48 2.81	0.00 0.00	26,518.75 54.26	26,518.75 54.26
Total 66000 · Wages, Taxes, Payroll Expenses	25,423.72	1,149.29	0.00	26,573.01	26,573.01
68300 · Travel and Meetings 68310 · Conference, Convention, Meeting 68320 · Travel	1.54 9.92	0.00	0.00	1.54 9.92	1.54 9.92
Total 68300 · Travel and Meetings	11.46	0.00	0.00	11.46	11.46
Total Expense	28,593.86	2,739.17	0.00	31,333.03	31,333.03
Net Ordinary Income	-0.02	0.00	2,410.97	2,410.95	2,410.95
Net Income	-0.02	0.00	2,410.97	2,410.95	2,410.95

8:25 AM 02/12/20 Accrual Basis

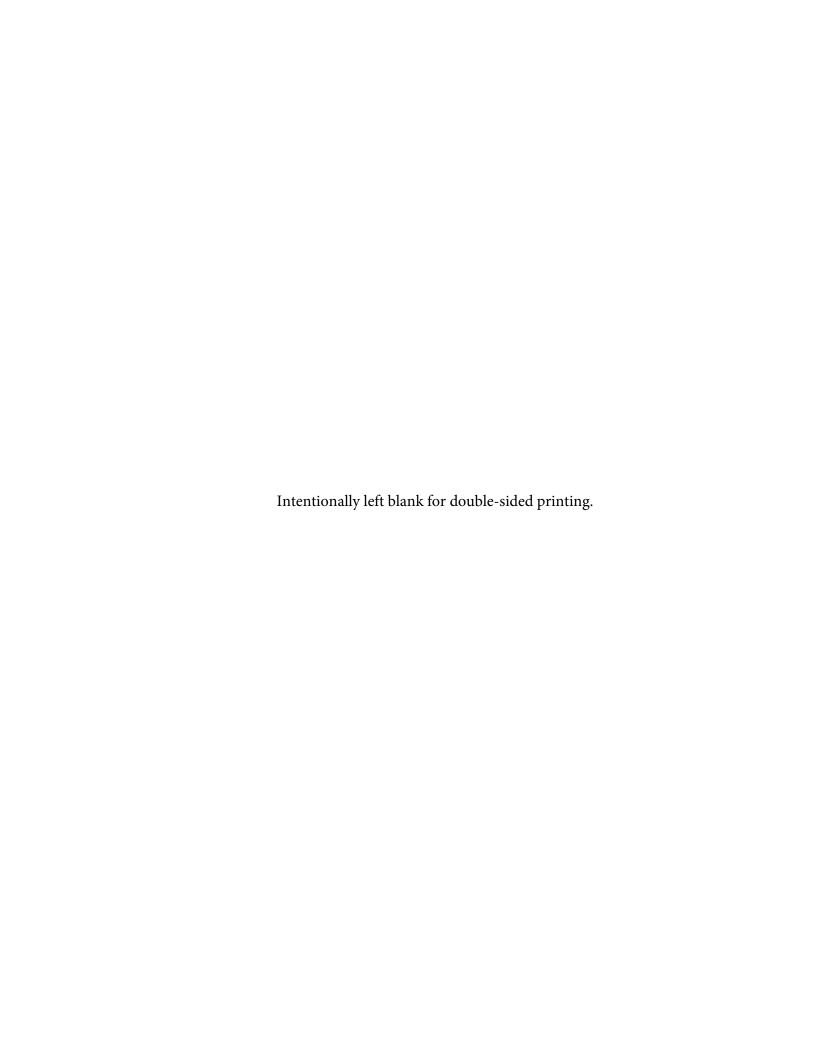
### Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_PHC Accounts

	PHC Hanford (Project Homel	PHC Porterville (Project Homel	PHC Tulare (Project Homel	PHC Visalia (Project Homel	Total Project H	TOTAL
Ordinary Income/Expense Income 43300 · Direct Public Grants						
43330 · Foundation and Trust Grants 43400 · Direct Public Support	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
43450 · Individ, Business Contributions 43451 · Fundraising	0.00 258.75	250.00 2,853.75	2,000.00 258.75	50.95 787.95	2,300.95 4,159.20	2,300.95 4,159.20
Total 43400 · Direct Public Support	258.75	3,103.75	2,258.75	838.90	6,460.15	6,460.15
Total 43300 · Direct Public Grants	1,258.75	3,103.75	2,258.75	838.90	7,460.15	7,460.15
Total Income	1,258.75	3,103.75	2,258.75	838.90	7,460.15	7,460.15
Gross Profit	1,258.75	3,103.75	2,258.75	838.90	7,460.15	7,460.15
Expense 65000 · Operations						
65020 · Postage, Mailing Service 65040 · Supplies	0.00 0.00	110.00 10.93	0.00 0.00	0.00 0.00	110.00 10.93	110.00 10.93
65080 · Bank/Credit CardService Charges	0.44	0.44	0.44	0.45	1.77	1.77
Total 65000 · Operations	0.44	121.37	0.44	0.45	122.70	122.70
65200 · Program Expenses 65210 · Equipment/Rentals 65220 · Client Consumables	0.00	354.00	421.20	249.23	1,024.43	1,024.43
65220.3 · Wish List Items	57.66	2,439.61	0.00	0.00	2,497.27	2,497.27
Total 65220 · Client Consumables	57.66	2,439.61	0.00	0.00	2,497.27	2,497.27
Total 65200 · Program Expenses	57.66	2,793.61	421.20	249.23	3,521.70	3,521.70
68300 · Travel and Meetings 68320 · Travel	179.37	175.03	4.76	20.51	379.67	379.67
Total 68300 · Travel and Meetings	179.37	175.03	4.76	20.51	379.67	379.67
Total Expense	237.47	3,090.01	426.40	270.19	4,024.07	4,024.07
Net Ordinary Income	1,021.28	13.74	1,832.35	568.71	3,436.08	3,436.08
Net Income	1,021.28	13.74	1,832.35	568.71	3,436.08	3,436.08

10:22 AM 02/12/20 **Accrual Basis** 

## Kings/Tulare Continuum of Care on Homelessness Profit & Loss\_Anthem Blue Cross Flex MVP Client Grant July through December 2019

	Anthem Blue Cr	TOTAL
Ordinary Income/Expense Income		
44500 · Grant Income	11,433.53	11,433.53
49900 · Uncategorized Income	10,000.00	10,000.00
Total Income	21,433.53	21,433.53
Gross Profit	21,433.53	21,433.53
Expense 65200 · Program Expenses 65230 · Program Services 65232 · Housing/Counseling Services 65232.2 · Utility Deposit 65232.3 · Application Fee 65232.4 · Move-in Expenses 65232.5 · Rental Assistance 65232 · Housing/Counseling Services - Other	213.15 175.00 7,359.98 1,393.40 992.00	213.15 175.00 7,359.98 1,393.40 992.00
Total 65232 · Housing/Counseling Services	10,133.53	10,133.53
Total 65230 · Program Services	10,133.53	10,133.53
Total 65200 · Program Expenses	10,133.53	10,133.53
65232.7 · Holding Fee/Vacancy Payment	1,300.00	1,300.00
Total Expense	11,433.53	11,433.53
Net Ordinary Income	10,000.00	10,000.00
Net Income	10,000.00	10,000.00



8:24 AM 02/12/20 Accrual Basis

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_KTCoC, LMF, Unrestricted

	K/T CoC	Landlord Mitigation F	Fund	Unrestricted		TOTAL
Ordinary Income/Expense						
Income 43300 · Direct Public Grants						
43400 · Direct Public Support 43450 · Individ, Business Contributions 43451 · Fundraising	76.08 6,591.15	0.00 0.00		0.00 0.00		76.08 6,591.15
Total 43400 · Direct Public Support	6,667.23	0.00	_	0.00		6,667.23
Total 43300 · Direct Public Grants	6,667.23		0.00		0.00	6.667.23
46430 · Misc Revenue	474.95		0.00		0.00	474.95
47200 · Program Income 47230 · Membership Dues	6,525.00 3,948.01	0.00 0.00	0.00	0.00	0.00	6,525.00
47240 · Program Service Fees	· · · · · · · · · · · · · · · · · · ·	0.00	- 0.00	0.00	0.00	3,948.01
Total 47200 · Program Income	10,473.01		0.00		0.00	10,473.01
47600 · Interest and Dividends Earned	12.24	-	85.09		0.00	97.33
Total Income	17,627.43		85.09		0.00	17,712.52
Gross Profit	17,627.43		85.09		0.00	17,712.52
Expense 60900 · Business Expenses 60920 · Business Registration/License 60960 · Business Taxes (Unsecured)	74.99 0.01	0.00 0.00		0.00 0.00		74.99 0.01
Total 60900 · Business Expenses	75.00		0.00		0.00	75.00
62100 · Contract Services 62110 · Accounting Fees	-0.01	0.00		0.00		-0.01
Total 62100 · Contract Services	-0.01		0.00	_	0.00	-0.01
65000 · Operations 65010 · Books, Subscriptions, Reference 65020 · Postage, Mailing Service 65040 · Supplies 65041 · Software 65052 · Telecommunications 65060 · Equipment 65070 · Hosting Fees 65080 · Bank/Credit CardService Charges 65090 · Rent 65091 · Utilities 65093 · Repairs / Maintenance  Total 65000 · Operations  65100 · Other Types of Expenses 65110 · Advertising Expenses 65120 · Insurance - Liability, D and O	15.99 -0.01 12.67 -0.01 -0.01 0.00 0.03 65.36 0.01 -0.03 -0.01 93.99	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00	15.99 -0.01 12.67 -0.01 -0.01 -0.03 65.36 0.01 -0.03 -0.01  93.99
65150 · Prof. Memberships and Dues 65160 · Other Costs 65170 · Staff Development/Training 65171 · Employee Recognition 65190 · Payroll Service	-0.01 124.62 0.00 372.92 -0.07	0.00 0.00 0.00 0.00 0.00 0.00	_	0.00 0.00 0.00 0.00 0.00 0.00		-0.01 124.62 0.00 372.92 -0.07
Total 65100 · Other Types of Expenses	497.45		0.00		0.00	497.45
65200 · Program Expenses 65210 · Equipment/Rentals 65250 · Fundraising Expenses	-0.01 39.44	0.00 0.00		0.00 0.00		-0.01 39.44
Total 65200 · Program Expenses	39.43		0.00		0.00	39.43
66000 · Wages, Taxes, Payroll Expenses 66001 · Payroll Expense 66002 · Insurance - Workers Comp	820.89 2.89	0.00	_	0.00 0.00		820.89 2.89
Total 66000 · Wages, Taxes, Payroll Expenses	823.78		0.00		0.00	823.78
68300 · Travel and Meetings 68310 · Conference, Convention, Meeting 68320 · Travel	158.51 1.23	0.00	_	0.00		158.51 1.23
Total 68300 · Travel and Meetings	159.74		0.00		0.00	159.74
Total Expense	1,689.38		0.00		0.00	1,689.38
Net Ordinary Income	15,938.05		85.09		0.00	16,023.14

8:24 AM 02/12/20 Accrual Basis

# Kings/Tulare Continuum of Care on Homelessness Profit & Loss by Class\_KTCoC, LMF, Unrestricted

	K/T CoC	Landlord Mitigation Fund	Unrestricted	TOTAL
Net Income	15,938.05	85.09	0.00	16,023.14

### Kings/Tulare Continuum of Care on Homelessness Board Check Detail

December 2019

Туре	Num	Date	Source Name	Memo	Item	Account	Paid Amount
Liability Check		12/04/2019	QuickBooks Payroll Service	Created by Payroll Service on 12/		10200 · CVCB Checking	
			QuickBooks Payroll Service	Created by Payroll Service on 12/0		21100 · Direct Deposit Liabilities	-8,487.46
TOTAL							-8,487.46
Liability Check		12/19/2019	QuickBooks Payroll Service	Adjusted for voided paycheck(s)		10200 · CVCB Checking	
			QuickBooks Payroll Service	Adjusted for voided paycheck(s)		21100 · Direct Deposit Liabilities	-7,095.51
TOTAL							-7,095.51
Liability Check		12/19/2019	QuickBooks Payroll Service	Created by Payroll Service on 12/		10200 · CVCB Checking	
TOTAL			QuickBooks Payroll Service	Created by Payroll Service on 12/1		21100 · Direct Deposit Liabilities	-1,224.68 -1,224.68
TOTAL							-1,224.00
Check	EFT	12/02/2019	USPS - United States Post			10200 · CVCB Checking	
			USPS - United States Post S USPS - United States Post S	ANTHEM client 32591 landord Cast ANTHEM CLIENT 32591		65232.5 · Rental Assistance 65232.5 · Rental Assistance	-681.70 -711.70
TOTAL							-1,393.40
Check	EFT	12/03/2019	SoCalGas	ANTHEM MVP Client 30832		10200 · CVCB Checking	
			SoCalGas	ANTHEM MVP Client 30832		65232.2 · Utility Deposit	-66.50
TOTAL							-66.50
Check	EFT	12/04/2019	USPS - United States Post			10200 · CVCB Checking	
			USPS - United States Post S	Stamps		65020 · Postage, Mailing Service	-231.80
TOTAL							-231.80
Check	EFT	12/09/2019	USPS - United States Post			10200 · CVCB Checking	
			USPS - United States Post S USPS - United States Post S	Postage for October Billing packages Postage for October Billing		65020 · Postage, Mailing Service 65020 · Postage, Mailing Service	-2.25 -2.25
			USPS - United States Post S USPS - United States Post S	Postage for October Billing Postage for October Billing		65020 · Postage, Mailing Service 65020 · Postage, Mailing Service	-2.25 -2.25
TOTAL			USPS - United States Post S	Postage for October Billing		65020 · Postage, Mailing Service	-2.30 -11.30
Check	EFT	12/19/2019	Aargon Collection Agency  Aargon Collection Agency	Anthem MVP Client 26527		10200 · CVCB Checking 65232.4 · Move-in Expenses	-198.89
TOTAL			Aargon Collection Agency	Andrew WVF Orient 20027		00202.4 Wove-III Expenses	-198.89
Chook	CCT	12/10/2010	Pank of the Sierra Vice	4700540052452692		10200 - CVCP Chapking	
Check	EFT	12/19/2019	Bank of the Sierra Visa  Bank of the Sierra Visa	4798510052452683  Oct CC payment		10200 · CVCB Checking  23000 · Visa Bank of the Sierra	-6,734.51
TOTAL			Same of the Grond Floa	ost oo paymani		20000 VISU BUIN OF THE STORIE	-6,734.51
Liability Check	EFT	12/27/2019	Anthem Blue Cross			10200 · CVCB Checking	
		12/2//2010	Anthem Blue Cross			66001 · Payroll Expense	-780.78
			Anthem Blue Cross Anthem Blue Cross			66001 Payroll Expense 66001 Payroll Expense	-4.00 -28.06
TOTAL			Anthem Blue Cross			24000 · Payroll Liabilities	-1,016.06
							,,
Liability Check	E-pay	12/05/2019	Employment Development Employment Development D	047-7257-0 QB Tracking # -31961 047-7257-0 QB Tracking # -319615		10200 · CVCB Checking 24000 · Payroll Liabilities	-210.43
			Employment Development D	047-7257-0 QB Tracking # -319615		24000 · Payroll Liabilities	-783.37
TOTAL							-993.80
Liability Check	3035	12/04/2019	TransAmerica			10200 · CVCB Checking	
			TransAmerica TransAmerica			66001 · Payroll Expense 66001 · Payroll Expense	-25.41 -63.88
			TransAmerica TransAmerica			66001 Payroll Expense 66001 Payroll Expense	-141.70 -17.87
			TransAmerica			66001 · Payroll Expense	-1.20

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#### Memo

February 11, 2020

TO: **Board of Directors** 

FROM: Machael Smith

**Executive Director** 

SUBJECT: Contract for Strategic Support & Technical Assistance

#### SUMMARY:

The Alliance has set-aside funding through the California Emergency Solutions and Housing (CESH) program to retain contract services for technical assistance and strategic support. With the development of task forces in both counties and new homeless plans, it is an ideal opportunity to evaluate the current status of the Alliance and what our vision is for the future.

Homebase has been the contracted agency for both the Tulare and Kings county homeless plans. As such, they have spent a tremendous amount of time working with local service providers, jurisdictional leaders, and stakeholders to gain a deep understanding of our local system. Attached is a proposal from Homebase outlining the scope of services for the project.

#### **RECOMMENDATION:**

That the Board agree to enter into a contract with Homebase for strategic support and technical assistance.



#### CONTRACT FOR SERVICES

This Agreement is effective as of February 17, 2020, between Homebase, The Center for Common Concerns, ("CONTRACTOR"), a California nonprofit corporation, with a principal place of business at 870 Market Street, Suite 1228, San Francisco, CA 94102 and Kings/Tulare Homeless Alliance ("KTHA") with a principal place of business at 1900 N. Dinuba Boulevard, Suite G, Visalia, CA 93291.

#### **Recitals**

- A. KTHA has determined that it is desirable to retain CONTRACTOR to provide technical services and
- B. CONTRACTOR represents that the organization possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and
- C. KTHA desires to retain CONTRACTOR to perform the proposed services.

#### Article 1. TERM OF CONTRACT

1.01. This Agreement is effective February 17, 2020, and will continue in effect until July 31, 2020, or until terminated as provided in this Agreement.

#### Article 2. **SERVICES TO BE PERFORMED**

- CONTRACTOR agrees to perform services described in Exhibit A, "Scope of Services" (incorporated). 2.01.
- CONTRACTOR will determine the method, details and means of performing the above described services. 2.02.
- CONTRACTOR enters into this Agreement and will remain throughout the term of this Agreement as an 2.03. independent contractor. CONTRACTOR agrees that it is not and will not become an employee, partner, agent or principal of KTHA while this Agreement is in effect. CONTRACTOR agrees it is not entitled to the rights or benefits afforded to KTHA's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit.
- CONTRACTOR is responsible for paying when due all income taxes, including estimated taxes, incurred as 2.04. a result of the compensation paid by the KTHA to CONTRACTOR for services under this Agreement. Upon request, CONTRACTOR will provide the KTHA with proof of timely payment. CONTRACTOR agrees to indemnify the KTHA for any claims, costs, losses, fees, penalties, interest or damages suffered by the KTHA resulting from CONTRACTOR failure to comply with any provision in this contract.
- CONTRACTOR may, at its own expense, use any employees or subcontractors as CONTRACTOR deems 2.05. necessary to perform the services required of CONTRACTOR by this Agreement. KTHA will not control, direct, or supervise CONTRACTOR employees or subcontractors in the performance of those services.

#### Article 3. **COMPENSATION**

- 3.01. KTHA agrees to pay CONTRACTOR a total of \$23,000 for the work described in Exhibit A on a cost reimbursement basis for actual hours worked and expenses documented by CONTRACTOR on a monthly
- 3.02. For services rendered under this Agreement, KTHA agrees to pay CONTRACTOR for the services rendered under this Agreement within thirty (30) days following the end of the most recent service month.
- CONTRACTOR shall prepare invoices for deliverables rendered pursuant to the budget described in 3.03. Exhibit A.

3.04. KTHA shall only be liable to CONTRACTOR for services which have been provided consistent with this Agreement.

#### **OBLIGATIONS OF CONTRACTOR** Article 4.

- 4.01. CONTRACTOR shall perform the services under this Agreement at locations that are mutually agreeable to both CONTRACTOR and KTHA.
- CONTRACTOR will supply all tools, materials and equipment required to perform the services under this 4.02. Agreement.
- CONTRACTOR agrees to provide workers' compensation insurance for their employees and agents and 4.03. agrees to hold harmless and indemnify KTHA for any and all claims arising out of any injury, disability, or death of any CONTRACTOR employees or agents.
- 4.04. CONTRACTOR agrees to maintain a policy of Commercial General Liability insurance in the minimum amount of \$1 million to cover any negligent acts or omissions committed by CONTRACTOR or its employees or agents during the performance of duties under this Agreement. CONTRACTOR further agrees to indemnify and hold KTHA harmless from any and all claims arising from any such negligent act or omission.
- CONTRACTOR represents that it has the qualifications and skills necessary to perform the services under 4.05. this Agreement in a competent, professional manner, without the advice or direction of KTHA. This means CONTRACTOR is liable to fulfill the requirements of this Agreement. CONTRACTOR has complete and sole discretion for the manner in which the work under this Agreement will be performed. Failure to perform all the services required under this Agreement constitutes a material breach of this Agreement.
- CONTRACTOR agrees to indemnify, defend and hold KTHA harmless from all claims demands, losses, 4.06. costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees and costs, that KTHA may incur as a result of a breach by CONTRACTOR of any representation or agreement contained in this Agreement.
- 4.07. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of KTHA.

#### Article 5. TERMINATION OF AGREEMENT

- 5.01. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in effect until the services provided for in this Agreement have been fully and completely performed and shall then terminate.
- 5.02. This Agreement will terminate automatically on the occurrence of any of the following:
  - 5.02.a. Termination of this Agreement with KTHA;
  - Bankruptcy or insolvency of either party; 5.02.b.
  - Sale of the business of either party; or 5.02.c.
  - Assignment of this Agreement by either party without the consent of the other party. 5.02.d.
- If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the 5.03. non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately upon receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first. For the purposes of this section, material breach of this Agreement includes, but is not limited to the following:
  - KTHA's failure to pay CONTRACTOR any compensation due within thirty (30) days after 5.03.a. written demand for payment;

- 5.03.b. KTHA's failure to complete the services specified in a timely manner at the rate described in
  - Exhibit A;
- 5.03.c. CONTRACTOR's breach of any representation or agreement contained in this Agreement;
  - or
- 5.04.d. KTHA's breach of any representation or agreement contained in this Agreement.

#### Article 6. GENERAL PROVISIONS

- 6.01. Any notices required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth (5<sup>th</sup>) day after mailing, whichever occurs first.
- 6.02. This Agreement supersedes any and all agreements, either oral or written, between the parties with respect to the rendering of services by CONTRACTOR and KTHA, and contains all of the representations, covenants and agreements between the parties with respect to the rendering of those services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not contained in this Agreement, and that no other agreement, statement or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- 6.03. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.
- 6.04. Any controversy or claim arising out of or relating to this Agreement or a breach of the Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association. No complaint shall be filed in any Court; if there is a controversy or claim over any provision of this Agreement, the aggrieved party shall proceed directly to Arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the award.
- 6.05. If any arbitration or legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney fees, which may be set by the arbitrator in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Contract for Services: HOMEBASE 3

6.06. This Agreement will be governed by and construed in accordance with the laws of the State of California.
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written above.
Homebase, The Center for Common Concerns "CONTRACTOR"  A California nonprofit corporation
Nikka Rapkin, Executive Director
Authorized Agency Representative
Kings/Tulare Homeless Alliance "KTHA"
Machael Smith, Executive Director

# Homebase Scope of Work for Kings/Tulare Homeless Alliance

The following is a proposed scope of work and corresponding budget for Homebase to provide technical assistance and strategic support to the Kings/Tulare Homeless Alliance and Continuum of Care.

Homebase prides itself on meeting our clients' needs. The proposed budget and scope of work is based on our estimated cost to do the work described, and we are happy to discuss adjustments as necessary to support your objectives.

### **Background and Overview**

The Visalia, Kings, Tulare Counties Continuum of Care (CoC) has grown substantially in recent years, as has the Kings/Tulare Homeless Alliance that serves as Collaborative Applicant, CoC staff, and administrator of the Coordinated Entry System and accompanying programs such as housing navigation and landlord engagement.

At the same time, Tulare and Kings Counties have recently engaged in initiatives to develop a countywide strategic plan and gaps analysis, respectively. The Alliance and CoC have been extremely successful in growing CoC funding, coordinating direct service providers, and implementing HMIS and Coordinated Entry systems, and it is now an ideal opportunity to evaluate whether the Alliance or CoC should evolve into a next phase of vision and scope in coordinating the community-wide homelessness response.

The Alliance has asked Homebase to provide assistance in evaluating opportunities and next steps. Homebase proposes to provide the following support:

Tasks and Activities	Budget
Development of a messaging strategy to communicate the roles and successes of the Alliance and the CoC that deepens public awareness, provides clarification and dispels misunderstandings, and enhances support for the crucial work taking place.	\$5,000
<ul> <li>May include development of an annual calendar for communications, key messages, and/or structure/format for disseminating information.</li> </ul>	



#### Estimated 43 Homebase staff hours:

Project Oversight\*: 3 Hours

• Project Lead: 15 Hours

Project Support: 25 Hours

\*Project Oversight (Homebase Executive Director) staff hours are discounted at 50%

Work with Alliance Executive Director, staff, and Board of Directors to continue to enhance the Alliance's leadership in creating community wide engagement around homelessness in Tulare and Kings Counties.

\$18,000

- Evaluate the Alliance's activities and resources (including staffing) to optimize impact, effectiveness, and sustainability.
  - Analysis will include a description of strengths and challenges and recommendations for improvement, including identifying specific opportunities for realignment of staffing, roles, and job descriptions; staff capacity building and training; and other steps to accomplish organizational goals and deepen impact.
- Consider the role of the Continuum of Care and recommend modifications to CoC governance and policies if needed.
- Work with the Alliance Executive Director to identify and support next steps, including cultivating staff, Board, and community buy-in; development of job description/recruitment for new staff position(s).

#### Estimated 130 Homebase staff hours:

Project Oversight: 5 hours

Project Lead: 55 hours

Project Support 70 hours

Travel Expenses for 1.5 Day Trip

\*Project Oversight (Homebase Executive Director) staff hours are discounted at 50%

TOTAL \$23,000



## **Housing Heroes Cost Analysis**

TOTAL CATERING COSTS

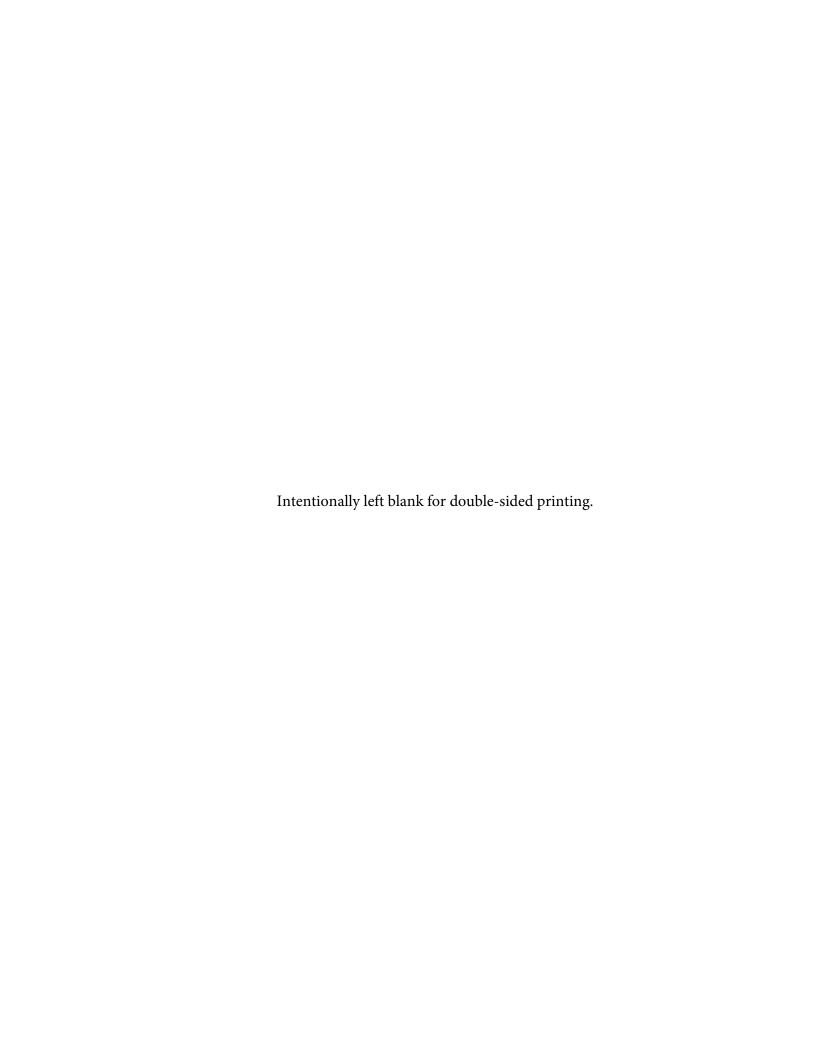
Expenses	2019	Lampliter	Wyndam	Marriott	Agri-Center Building	Veteran's Hall	Tachi Palace
Venue	\$0.00	\$0.00	\$0.00	\$2,110.00	\$3,000.00	\$550.00	\$0.00
Number of rooms included in price	One	Two	Three	Three	Two	Two	Three
Decorations Included?	Yes: Linens and Centerpieces	Yes; Linens and Centerpieces	Yes: Linens	Yes: Linens		No (and we have to clean it up afterwards; I think that's a deal breaker)	Yes: Linens (white/ivory), centerpieces available for rent
Additional Fees	\$0.00	\$0.00	\$175.00	\$1,689.00	\$300.00	\$0.00	\$450.00
Food	\$4,300.00	\$6,000.00	\$7,320.00	\$7,500.00	\$3,375.00	\$3,375.00	\$5,400.00
Keynote Speaker	\$0.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00	\$5,700.00
Administrative Supplies	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Awards	\$537.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Stipends	\$1,000.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Decorations	\$926.29	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
TOTAL NON-RECURRING COSTS	\$7,263.29	\$13,000.00	\$14,495.00	\$ 18,299.00	\$ 13,675.00	\$10,925.00	\$ 12,850.00
Income	2019	Lampliter	Wyndam	Marriott	Agri-Center Building	Veteran's Hall	Tachi Palace
Sponsorshp	\$20,060.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Silent Auction	\$1,970.00	\$1,970.00	\$1,970.00	\$1,970.00	\$1,970.00	\$1,970.00	\$1,970.00
Raffle	\$780.00	\$780.00	\$780.00	\$780.00	\$780.00	\$780.00	\$780.00
Ticket Sales	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00	\$570.00
TOTAL INCOME	\$23,380.00	\$28,320.00	\$28,320.00	\$28,320.00	\$28,320.00	\$28,320.00	\$28,320.00
Total Profit	2019 \$16,116.71	Lampliter \$15,320.00	Wyndam \$13,825.00	Marriott \$10,021.00	Agri-Center Building \$14,645.00	Veteran's Hall \$17,395.00	Tachi Palace \$15,470.00
Catering Options	Affordable Catering Services	Costa's Catering					

\$3,375.00

\$3,375.00

\$3,000.00

\$3,000.00



2020 Draft PIT Results							
City	County	2020 2019		Variance			
Armona	Kings	2	0				
Avenal	Kings	6	0				
Corcoran	Kings	26	14	86%			
Hanford	Kings	201	233	-14%			
Kettleman	Kings	1	0				
Lemoore	Kings	3	2	50%			
Stratford	Kings	3	1	200%			
Dinuba	Tulare	23	4	475%			
Exeter	Tulare	1	0				
Lindsay	Tulare	0	1	-100%			
Porterville	Tulare	209	188	11%			
Springville	Tulare	1	0				
Tulare	Tulare	199	146	36%			
Visalia	Tulare	451	475	-5%			
Woodlake	Tulare	1	0				
	Kings	242	250	-3%			
	Tulare	885	814	9%			
	Total	1127	1064	6%			