

# Board of Directors Meeting

Thursday, 06/10/2021

09:00am - 10:00am

<https://zoom.us/j/98052693967?pwd=TGNwMXJwNFR6SG5CbIFUMHM1V3J1Zz09>

1. Call Meeting to Order
2. Consent Items
  - a. Meeting Minutes
  - b. Executive Director Report
  - c. FY 19/20 Budget Amendment
  - d. Board Resolutions - Authorized Signatory
  - e. Board Resolutions - Bank Signatories
3. Financial Report
4. Alliance Business: Action/Discussion Items
  - a. FY 20/21 Budget Proposal
  - b. KTHA Transition Planning

**Start of Next Document**



## Executive Board Meeting

### Minutes

May 13, 2021

9:00 AM – 10:00 AM

VIA Zoom

<https://zoom.us/j/98052693967?pwd=TGNwMXJwNFR6SG5CbFUMHM1V3J1Zz09>

#### Mission Statement:

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Suzy Ward, President             | <input type="checkbox"/> Janet Paine, Member at Large                 |
| <input checked="" type="checkbox"/> Lateena Ling, Secretary          | <input checked="" type="checkbox"/> Geno Robledo, Member at Large     |
| <input checked="" type="checkbox"/> Becky Huber, Treasurer           | <input type="checkbox"/> Vacant, Member at Large                      |
| <input type="checkbox"/> Esam Abed, Member at Large                  | <input type="checkbox"/> Vacant, Member at Large                      |
| <input type="checkbox"/> Marisol De La Vega Cardoso, Member at Large | <input checked="" type="checkbox"/> Machael Smith, Executive Director |

- I. Call meeting to order by **Suzy Ward at 9:19 am**
- II. Consent Items:
  - A. Meeting Minutes – February, March, and April
  - B. Executive Director Report
    - a. Discussion
  - C. Employee Handbook [Update]
    - a. Updates for holiday pay will be retroactive to include previous holidays.
  - D. Injury & Illness Prevention
  - E. Accounting Policy Manual [Update]
  - F. Coordinated Entry Written Standards
  - G. FY19/20 Audit
    - a. Motion to approve consent items as presented and listed above, was made by Becky Huber and seconded by Geno Robledo. All present in the meeting via zoom (4) voted YES. There were not any Abstentions or Nos.
- III. Financial Report
  - b. Discussion on memos. Budget Amendment will be available to present at a later date. Current Financial Report Motion to approve as presented was made by Lateena Ling and seconded by Becky. All present in the meeting via zoom (4) voted YES. There were not any Abstentions or Nos. 3 persons are absent.
- IV. Alliance Business: Action/Discussion Items
  - A. Budget Amendment
  - B. Continued Review of Strategic Plan
    - a. Identify key relationships/stakeholders
      - i. Identifying and engaging those that we need to work closely with.

ii. We will continue to review this, and more documents will be made available for the Board.

b. How does our mission support them?

c. Continued HomeBase technical

V. Adjourn the meeting – at 10:05 am by Suzy Ward.

Some topics for next meeting:

Budget Amendment

HomeBase Strategic Planning

Continued Zoom Meetings vs In office meetings

Return to work policy (September 1<sup>st</sup> TBD)

Marisol as continued board member



**Start of Next Document**

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## Executive Director Report June 2021

### Operations

- COVID-19 Return to Work plan has been delayed and will be presented to the board by L. Fisher in July.
- Transition to Microsoft Teams: We are having trouble getting Proteus staff to complete the necessary paperwork to use the bridge phone system. Once that is completed the new system should be put in place fairly quickly.
- Staffing:
  - M. Smith's last day is Friday, June 18<sup>th</sup>. Transition plans and activities are underway.
  - C. Peery, accounting clerk, submitted her resignation with a last day of Thursday, June 17<sup>th</sup>. The job will be posted this week and the position will be filled as soon as possible.
  - Annual employee reviews are underway and will be completed by Friday, June 18<sup>th</sup>.

### Strategic Initiatives

#### FUNDING

- CoC Registration for the FY 2021 HUD Continuum of Care (CoC) Program Competition has been completed. We are now in the Grant Inventory Worksheet (GIW) phase of the competition and that will be submitted by June 11<sup>th</sup>. It is recommended that the board pursue a consultant, such as Homebase, to handle the remainder of the competition.
- We received the fully executed contract for ESG-CV2 funds and will begin the contracting process with subrecipients.
- We received the contract for HHAP-2 funds. The contract will be executed and returned immediately.

#### COVID-19

We are shifting our focus of COVID-19 housing from Project Roomkey (PRK) placements to PRK exits. The HMIS COVID-19 dashboard has been discontinued and they hope to launch a new version containing housing outcomes soon.

## EMERGENCY HOUSING FOR VETERANS

The veteran emergency housing project assists unsheltered veterans with immediate shelter through motel vouchers. Since launching in July 2020, the project has provided 331 nights of shelter for 14 veteran households at an average cost of \$2,692 per household. [No new activity in April]

## COORDINATED ENTRY

The CES Referral dashboard has not yet been updated with the May data. Kings United Way will have the dashboard updated within the next week.

## LANDLORD RELATIONS

The table below represents the number of Agencies, Landlords, and Units covered by the Landlord Mitigation Fund as of 5/31/21. Since its inception, the LMF has paid out \$4,315.38 in assistance.

	Kings County	Tulare County	Total
Number of units filled by recruited landlord (LMF or non LMF)	0	5	5
Number of landlords contacted	13	59	72
Number of landlords corresponded with	10	43	53
Number of new landlords recruited	5	17	22
Number of landlords who refuse	0	2	2
Number of new landlords signed up for LMF	0	0	0
Total number of landlords in LMF	6	4	10
Total number of units in LMF	9	4	13
Number of presentations to community partners	0	0	0
Number of presentations to partner organizations	0	1	1

*\*Owners, management companies, real-estate agents spoken to who are willing to accept applications from clients*

## STRATEGIC PLANNING TECHNICAL ASSISTANCE/STRATEGIC SUPPORT

Homebase has completed the strategic plan technical assistance and submitted a proposal for additional staff time to support the Alliance in accomplishing the recommendations. This is on hold for further board discussion and/or action.

## COMMUNITY ENGAGEMENT CAMPAIGN

L. Fisher continues to meet with Topography on a weekly or bi-weekly basis. In the process of developing a donation platform for representative gifts (ex: buy a hotel room for a person experiencing homelessness, buy a set of 10 hygiene kits, buy a move-in supply package for someone who has a voucher, etc.). Also creating a platform where donations of certain amounts receive gifts

(ex: \$25 donation gets a sticker, \$50 donation gets a t-shirt). Postponing launch in response to M. Smith's departure. New tentative launch date is the beginning of August or September.

The van is expected to arrive within the next two weeks.

## 100-DAY CHALLENGE

We are embarking on a new 100-Day Challenge with Rapid Results Institute (RRI) to support our goal of leasing up the 234 new housing vouchers available in the bi-county region. These vouchers are comprised of the following Housing Authority programs:

- 92 Mainstream Vouchers, Tulare County
- 117 Emergency Housing Vouchers, Tulare County
- 25 Emergency Housing Vouchers, Kings County

The cost of this challenge (\$40,000) is covered 100% by Tulare County HHSA (\$30,000) and Kings County HSA (\$10,000). The System Leader Design Session is scheduled for Friday, June 25th from 9:30 – 11:00 am.

We are leveraging our State funds such as CESH and HHAP to support landlord incentives to get units under lease. Additionally, we will be conducting a drawing for up to \$1,000 if the 100-Day Challenge goal is met. Front line workers that participate in the challenge will receive a ticket into the drawing for each unit they lease up. The drawing amount will correlate to the percentage of the goal we attain. For example, if we lease up 50% of the vouchers then the cash prize will be 50% of the funds, or \$500. The drawing will be held at the conclusion of the 100-Day Challenge. These funds are included in the FY 21/22 budget proposal.

In addition to the Landlord Mitigation Fund, we will be offering other incentives to support leasing up units such as:

- Designated KTHA staff (landlord relations specialist, housing specialist)
- Application Fees for MVP/EHV clients
- Signing bonus and/or holding fees for landlords
- Financial assistance to mitigate Housing Quality Standards (HQS) deficiencies
- Up to 2 x Fair Market Rent

## YOUTH ADVISORY BOARD

Finalizing welcome kits for the young adults. Kits will include the following:

- T-shirt
- Polo
- Sunglasses
- Water Bottle
- Notebook
- Backpack
- Selfie light
- Baseball hat
- Sticker

Items should be purchased within the week (working with CSET to arrange purchase and payment).

Project Room Key client 27598 has joined the YAB as a young adult with lived experience. Laura is working with CSET to arrange resources for him so he can serve without limitations (different stipend since he doesn't have Wi-Fi to use Amazon gift cards, bus passes to get to CSET office, telecommunication gear, etc.).

#### POINT IN TIME

We are working on the 2021 Point in Time (PIT) report and expect to have it complete by the end of June. The report will contain the actual count for all sheltered persons on the night of the count. Since an unsheltered count did not take place this year due to the pandemic, we will focus instead on data from the housing priority list and the inflow/outflow of the homeless service system.

Kings United Way has released a [PIT dashboard](#) containing the 2021 Sheltered data that can be filtered by County and subpopulation information.

#### LINC

LINC events will be reopening in a phases since the pandemic closure. The first LINC will be held in Porterville at the Porterville Welcome Center on June 16<sup>th</sup>. Other cities will open soon after.

#### KINGS/TULARE TASK FORCE UPDATES

- Kings: A committee has been formed that will focus on securing funding for the temporary shelter. M. Smith is a representative on this committee and it is recommended that a board member now fill this role until the new executive director is hired.
- Tulare: The May meeting included a presentation from Betsy McGovern-Garcia on the Neighborhood Village project, which is a partnership between Self-Help and Salt+Light. There were also updates provided on Tulare HHS's Roomkey and Homekey projects; and the Cities of Porterville, Tulare and Visalia regarding shelter efforts.

#### STARDUST KTHA, LLC.

- Stardust Updates (Emergency Shelter):
  - Operations are going well.
  - Kings HSA continues to provide the case management to clients
- Sunrise Apartments Updates (Permanent Housing Conversion):
  - Funding
    - The City of Hanford has agreed to be the primary applicant for the CDBG-CV Homekey NOFA. UPHoldings is working on the application and the goal is to have the submittal ready by August 10<sup>th</sup>.

- Construction
  - Phase 1 - Complete
  - Phase II
    - On hold pending sufficient funding

## EXECUTED AGREEMENTS

- Alliance
  - Emergency Solutions Grant, Coronavirus Round 2 (ESG-CV 2)
  - City of Visalia Community Development Block Grant (CDBG)
  - Rapid Results Institute, 100-Day Challenge

See Appendix A for executed agreements.



**SUBRECIPIENT AGREEMENT BETWEEN**

**THE CITY OF VISALIA, CALIFORNIA**

**AND**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.**

**FOR**

**2021-2022**

**THE CITY OF VISALIA**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



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**SUBRECIPIENT AGREEMENT BETWEEN  
THE CITY OF VISALIA, CALIFORNIA  
AND  
KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
FOR  
THE CITY OF VISALIA  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this 1st day of July, 2021, by and between the CITY OF VISALIA (herein called the "Grantee" and/or "City") and KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, The City adopted a Five Year Consolidated Plan on April 20, 2020, which identifies a need to provide homeless assistance services; and

WHEREAS, the City did receive a CDBG application request for funding, which Kings/Tulare Continuum of Care wishes to operate the Visalia Local Initiatives Navigation Center (LINC); and

WHEREAS, after evaluation of Kings/Tulare Continuum of Care's CDBG application request for funding, the CITY wishes to award a Subrecipient contract for the use of CDBG Funding toward the operation of LINC for people experiencing homelessness, (hereinafter collectively referred to as the "Program"); and

WHEREAS, this activity remains part of a public service and meets the Community Development Block Grant (CDBG) funded National Objective of limited clientele, benefiting low income persons; and

WHEREAS, Subrecipient represents that it has the necessary experience and expertise in providing public services in a manner satisfactory to Grantee to implement the Program; and

WHEREAS, on April 19, 2021, City Council approved \$20,000 of CDBG allocation, through the program year 2021-2022 Annual Action Plan for Kings/Tulare Continuum of Care on Homelessness, Inc.; and

WHEREAS, the Subrecipient shall comply with the Community Development Block Grant (CDBG) regulations, 24 CFR 570, including, but not limited to 2 CFR 200, 230 cost principles for non-profit organizations; and

WHEREAS, the Subrecipient represents it is licensed, qualified and willing to provide such services pursuant to terms and conditions of this Agreement; and

WHEREAS, Subrecipient is a Non Profit with a primary business address of 1900 N. Dinuba Blvd. Suite G Visalia, CA 93291, and EIN: 27-0522489 and DUNS No. 832322197; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

## ARTICLE 1- PROJECT

### SECTION 1: SCOPE OF SERVICES

#### A. Activities

1. General Statement: The Subrecipient will provide housing and support services to people experiencing and at-risk of homelessness with the community. The Subrecipient will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
2. Program Delivery:

The 2021-2022 Annual Action Plan, CDBG Allocation, approved by City Council on April 19, 2021, allocated \$20,000 and shall be directed toward the following deliverable:

- Activity #1 Host Local Initiatives Navigation Center (LINC) on a weekly basis in the City of Visalia. LINC will connect homeless and people at-risk of homelessness with critical services such as health and dental care, employment assistance, housing assistance, legal services, social services and access to mainstream benefits. Provide consumables supplies and services to homeless clients (supplies and services include prescription eyeglasses, bus passes, DMV reduced-fee ID cards, sleeping bags, laundry cards, hygiene kits, food, medical and dental services).
- Activity #2 Collect demographic surveys from people experiencing homelessness during the annual Point in Time count.
3. Administration: Not applicable.

#### B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of **570.208 will benefit low to moderate income persons**

#### C. Goals and Performance Measures/Milestones

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	N/A	400
Activity #2	N/A	200

Units of service shall be considered: The number of units for Activity #1 is defined as the number of people who are homeless or at-risk of becoming homeless served each year at LINC events. The number of units for Activity #2 is defined as the number of surveys administered.

D. Staffing

The Subrecipient will dedicate the following staffing to the Project:

**Project Oversight:**

Suzy Ward, President<sup>1</sup>

**Financial Management:**

Becky Huber, Treasurer

Dorothea Williams, Accounting/Grants Specialist

**Implementation:**

Machael Smith, Executive Director

Laura Fisher, Program Manager

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee Agreement, suspension or termination procedures will be initiated.

F. Special Conditions

N/A

**SECTION 2: PROJECT DESCRIPTION**

Type of Project: Public Service

Project Location: Visalia, CA

Service Area: City of Visalia

Matrix Code: 03T Homeless Program

National Objective: Low/Mod Limited Clientele (LMC)

Basic Eligibility Citation: 24 CFR 570.201(e): Public Service

Amount Funded: PY 2021-22 - \$20,000

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<sup>1</sup> The individual in the Board position(s) may change, but the Board position (ex. President) will retain the responsibilities under this Agreement.

### **SECTION 3: TERM OF AGREEMENT**

The term of this Agreement is 07/01/2021 through 06/30/2022. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

### **SECTION 4: PROGRAM REPORTING**

The Subrecipient shall submit such reports as are required by the City to meet its local obligations and its obligations to HUD. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- Quarterly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the services specified in this Agreement.

## **ARTICLE 2- FINANCIAL MANAGEMENT**

### **SECTION 1: PAYMENTS AND BUDGET**

#### **A. General Statement**

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed the annual allocation referenced under Section 2 upon presentation of properly executed reimbursement forms as provided by and approved by the City.

Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the City unless any or all such costs are disallowed by HUD. Such reimbursement shall constitute full and complete payment by the City under this Agreement.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85, or as amended 2 CFR 200. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

#### **B. Payments**

Reimbursement requests must be e-mailed to Margie Perez, Housing Specialist at [margie.perez@visalia.city](mailto:margie.perez@visalia.city). Payment shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:  
Kings/Tulare Continuum of Care on Homelessness  
P.O. Box 1742  
Visalia, CA 93279

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Drawdowns for the payment of allowable costs shall be made against the line-item budgets specified in Paragraph C, below, and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph C and in accordance with performance.

- C. Budget, Program Year -  
Eligible costs related to Public Services (expenses, direct expenses, including, but not limited to:

<u>Line Item</u>	<u>Amount</u>
Salaries	\$12,818
Fringe	\$4,538
Office Space (program only)	\$0
Utilities	\$0
Communications	\$0
Reproduction/Printing	\$0
Supplies and Materials	\$0
Mileage	\$0
Audit	\$0
Other (Specify): Client assistance	\$1,500
Indirect Costs/Admin Cost Pool:	\$1,144
TOTAL	\$20,000

See Kings/Tulare CoC FY 20-21 Budget attached for more details at Attachment "A".

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient. Any indirect costs charged must be consistent with the conditions of Article 2, Section 5 of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

- D. Termination:

This Agreement may be terminated by the City immediately and without notice for cause or by City without cause upon **thirty (30) days'** written notice of termination to Subrecipient. Upon termination, Subrecipient shall be entitled to compensation for Services performed up to the effective date of termination, unless this Agreement is terminated for cause, in which case, City may withhold compensation due Subrecipient in order to reimburse City for any losses, damages or expenses caused by Subrecipient's default under this Agreement.

- E. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- Upon written request by the Subrecipient, the City shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;



- Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- Closeout of funds will not occur unless all requirements of 24 CFR 570.509, and 2 CFR 200.343, are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the City.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

## **SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING**

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- Maintain payroll, financial, and expense reimbursement records for a period of four (4) years after receipt of final payment under this Agreement.
- Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or HUD at any time during normal business hours and as often as necessary.
- Inform the City concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subrecipients.

- Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.
- Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the City.

### **SECTION 3: REIMBURSEMENT**

The City shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the City or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notice of the disallowance.

The Subrecipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.

The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.

The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

### **SECTION 4: PROGRAM INCOME**

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### **SECTION 5: INDIRECT COSTS**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

## ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

### SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/City

City of Visalia, Finance Department  
Margie Perez, Housing Specialist  
707 W. Acequia Ave.  
Visalia, CA 93291  
(559) 713-4460  
[margie.perez@visalia.city](mailto:margie.perez@visalia.city)

Subrecipient

Kings/Tulare Continuum of Care  
Machael Smith, Executive Director  
P.O. Box 1742  
Visalia, CA 93279  
(559) 738-8733  
[msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org)

### SECTION 2: GENERAL CONDITIONS

#### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 2 CFR 200;
- 24 CFR 570.502 (a), (b);
- OMB Circular A-128, "Audits of State and Local Governments" ";
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.); and
- Flood Disaster Protection Act of 1973.

B. “Independent Contractor”

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Subrecipient agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

## E. Insurance & Bonding

1. Insurance: The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
2. Minimum Scope and Limits of Insurance: Coverage shall be at least as broad as:
  - a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 0001 1207 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
  - c. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
  - d. Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate.

Contractor's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

Contractor may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Contractor shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A.; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

3. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Alternatively, the City may require the Contractor to provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the retention.

4. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
  - a. General Liability and Automobile Liability Coverages:
    - The City and its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations; products used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
    - For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City and its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City and/or its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall be non-contributory.
    - Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
    - The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
6. Verification of Coverage: Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. Waiver of Subrogation: Contractor hereby grants to City and its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City and/or its officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance. Contractor agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

8. Special Risks or Circumstances: Entity reserves the right to modify the insurance requirements contained in this contract, including, without limitation, coverage limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
9. Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, City or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient licenses related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 2 CFR 200.338 200.339,, including but not limited to suspension or termination of this Agreement, if the

Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of funds provided under this Agreement;
- Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- Failure to take satisfactory corrective action as directed by the City.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this Agreement.

Termination under this Section shall be effective upon receipt of written notice.

In the case of a suspension or termination, monies already received under this Agreement may be owed back to the City and the City may also declare the Subrecipient ineligible for further participation in the CDBG program.

#### J. Ownership of Documents

All documents and other writings and electronic disks containing drawings prepared by and for Subrecipient, its officers, employees, agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City, and the City shall have the sole right to use such materials in its discretion without further compensation to Subrecipient or to any other party. Subrecipient shall, at Subrecipient's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

However, the City's use of completed documents for other projects and/or the use of uncompleted documents without the written authorization of Subrecipient, will be at the City's sole risk.



## SECTION 3: ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

1. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record Keeping

1. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not be limited to:
  - Records providing a full description of each activity undertaken;
  - Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
  - Records required to determine the eligibility of activities;
  - Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - Financial records as required by 24 CFR 570.502, and 2 CFR 200.333; and
  - Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
2. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.
3. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of

service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure: The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by California law, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
5. Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

#### C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

#### D. Procurement

1. Compliance: The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.
2. Standards: Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.217 through 200.326 .

#### E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

#### F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200.311 and 313, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period [or such longer period of time as the Grantee deems appropriate].
- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

#### **SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

## SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

1. **General Compliance:** The Subrecipient agrees to comply with 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 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. **Nondiscrimination:** The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement; and
- Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
4. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. Any concerns regarding this provision should be directed to the City's ADA Coordinator
5. Architectural Barriers Act/Americans with Disabilities Act: The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.
6. Notice of Non-Discrimination: Neither Grantee or Subrecipient shall not discriminate based on race, color, national origin, religion, sex, or disability in the award or implementation of this Agreement.

B. Affirmative Action

1. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
2. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and

“minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records: The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. Notifications: The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontract Provisions: The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

#### C. Employment Restrictions

1. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Drug-Free Workplace: The Subrecipient will or will continue to provide a drug-free workplace by:
  - Maintaining a Zero Tolerance Drug Policy;
  - Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
  - Establishing an ongoing drug-free awareness program to inform employees about:
    - The dangers of drug abuse in the workplace;
    - The Subrecipient's policy of maintaining a drug-free workplace;
    - Any available drug counseling, rehabilitation, and employee assistance programs; and
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.



The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications: The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts: The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### D. Conduct

- 1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.
- 2. Subcontracts
  - a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such subcontract.
  - b. Monitoring: The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - d. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions.
  - a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
  - c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. Confidentiality: All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Subrecipient in connection with the performance of this Agreement shall be held confidential by Subrecipient. Such materials shall not, without the prior written consent of City, be used by Subrecipient for any purposes other than the performance of the Services under this Agreement, nor shall such materials be disclosed to any person or entity not connected with the performance of the Services under this Agreement. Nothing furnished to Subrecipient which is otherwise known to Subrecipient or is generally known, or has become known, to the related industry shall be deemed confidential. Subrecipient shall not use City's name, insignia, photographs, or the project for which Subrecipient's Services are rendered, or any publicity pertaining to the Subrecipient's Services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent by City.
6. Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 570.611, which include, but are not limited to the following:
  - The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
  - No employee, officer, or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  - No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a

financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

7. Lobbying: The Subrecipient hereby certifies that:

- 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;
- 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 this 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; and
- It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Grantee Recognition: The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

9. Copyright: If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

10. Religious Activities: The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

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

11. Other Program Requirements: The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the City's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the City's responsibility for initiating the review process under 24 CFR Part 52, Executive Order 12372.

## **SECTION 6: ENVIRONMENTAL**

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

City staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the City may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the City will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The City must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## **SECTION 8: SEVERABILITY**

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

## **SECTION 9: SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **SECTION 10: WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **SECTION 11: SUCCESSORS**

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

## **SECTION 12: ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

## **SECTION 13: NO THIRD-PARTY BENEFICIARIES**

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

## **SECTION 14: ATTORNEYS FEES**

If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior or Municipal Court, whichever is applicable, in the County of Visalia, State of California for any proceeding arising hereunder.

**SECTION 15: GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws of the State of California. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising there under shall be in the Superior Court of Tulare County, California, and, if necessary for exclusive federal questions, the United States District Court for the Eastern District of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:  
**City of Visalia, California**

Subrecipient:  
**Kings/Tulare Continuum of Care on Homelessness, Inc.**

Date: \_\_\_\_\_

Date: 5/18/2021

By \_\_\_\_\_  
Randy Groom, City Manager

By  \_\_\_\_\_  
Michael Smith, Executive Director

Attest:

APPROVED AS TO FORM:

\_\_\_\_\_  
CHIEF DEPUTY CITY CLERK

\_\_\_\_\_  
CITY ATTORNEY

**Attachment "A"**  
Kings/Tulare CoC FY 21-22 Budget

CITY OF VISALIA						
FY 2021-2022 CDBG BUDGET						
<b>Organization Name:</b>	Kings/Tulare Continuum of Care on Homelessness, Inc.					
<b>Preparer and Title:</b>	Machael Smith, Executive Director					
<b>Email:</b>	<a href="mailto:msmith@kthomelessalliance.org">msmith@kthomelessalliance.org</a>	<b>Phone Number:</b>	(559) 738-8733			
<b>Project Name:</b>	LINC: Visalia					
<b>Project Dates:</b>	July 1, 2021 - June 30, 2022					
PERSONNEL EXPENDITURES						
Staff Name	Job Title	Monthly Salary	# of Months	Total Salary	% Charged to Grant	Total
Machael Smith	Executive Director	\$ 6,864	12	\$ 82,372	4%	\$ 3,664
Dorothea Williams	Accounting/Grants Specialist	\$ 4,583	12	\$ 55,000	3%	\$ 1,712
Laura Fisher	Program Manager	\$ 3,750	12	\$ 45,000	9%	\$ 4,203
Corrin Mallory	Housing Specialist	\$ 3,033	12	\$ 36,400	9%	\$ 3,238
<b>Total Salaries</b>						<b>\$ 12,818</b>
<b>Total Fringe Benefits</b>						<b>\$ 4,538</b>
<b>TOTAL PERSONNEL</b>						<b>\$ 17,356</b>
OPERATING EXPENDITURES						
Operating Expenditures		Annual Cost		% Charged to Grant		Total
<i>Other Please Specify: Direct cost allocation, operational expenses</i>		\$ 68,411		2%		\$ 1,144
<b>TOTAL OPERATING EXPENDITURES</b>						<b>\$ 1,144</b>
CLIENT EXPENDITURES						
Client Expenditures		Qty.		Each Amount		Total
Client supports such as hygiene items, sleeping bags, etc.		1		\$ 1,500		\$ 1,500
<b>TOTAL CLIENT EXPENDITURES</b>						<b>\$ 1,500</b>
<b>TOTAL EXPENDITURES</b>						<b>\$ 20,000</b>



**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 163 PAGES

AGREEMENT NUMBER <b>20-ESGCV1-00026</b>	AMENDMENT NUMBER <b>1</b>	Purchasing Authority Number
--	------------------------------	-----------------------------

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 NAME

Kings Tulare Continuum of Care on Homelessness, Inc.

2. The term of this Agreement is:

START DATE

December 22, 2020

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$2,691,700.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein: "The original Standard Agreement mislabeled the Contractor as Kings Tulare Continuum of Care on Homeless but the Contractor's legal name is Kings Tulare Continuum of Care on Homeless, Inc., who is the same entity that provided the Resolution #2020.10.08 and applied for and was awarded these ESG-CV funds as evidenced by Exhibit E and F."

Add ESG-CV Round 2 funding in the amount of \$1,500,000.00 Exhibits A, B, and D from the original ESG-CV Standard Agreement are replaced and superseded by the attached Exhibits A, B, and D in this Amendment. The original Exhibits A, B, and D have no further force and effect. Add Exhibit F (Contractor's ESG-CV Round 2 Application). This Standard Agreement, including Amendment 1 documents, now encompasses, governs, and restricts ESG-CV funding from the ESG-CV NOFA dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2).

*All other terms and conditions shall remain the same.*

*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.)

Kings Tulare Continuum of Care on Homelessness, Inc.

CONTRACTOR BUSINESS ADDRESS

P.O. Box 1742

CITY

Visalia

STATE

CA

ZIP

93279

PRINTED NAME OF PERSON SIGNING

Machael Smith

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5/17/2021

**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

Shaun Singh

TITLE

Contracts Manager, Business &amp; Contract Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

5/20/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

## **EXHIBIT F** Applications: Visalia, Kings, & Tulare Counties ESG-CV Round 2 Application

### **Award Number**

20-ESGCV1-00026

### **PO Number**

Application Amendment for ESG-CV Round 2

### **Organization Name**

Kings Tulare Continuum of Care on Homelessness, Inc.

### **Application Title**

Visalia, Kings, & Tulare Counties ESG-CV Round 2 Application

### **Profile**

msmith@kthomelessalliance.org

The set of questions below are supplemental for Grantees applying for an amendment to their ESG-CV Round 1 Award to accept additional funds allocated under the Notice of Funding Availability (NOFA) for ESG-CV Round 2.

This application amendment is subject to the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted March 27, 2020 and the Emergency Solutions Grants (ESG) Program federal regulations established by the U.S. Department of Housing and Urban Development (HUD) 24 Code of Federal Regulations (CFR), Parts 91 and 576, and subject to any waivers issued by HUD.

Please read the Emergency Solutions Grants Program - Coronavirus (ESG-CV) Notice of Funding Availability (NOFA) (Round 2) as well as the CARES Act and federal regulations cited above.

The Department will be accepting amendments to current ESG-CV Round 1 applications through the eCivis Grants Management System portal to add ESG-CV Round 2 funds beginning Wednesday, October 7, 2020. Application amendments and required documentation must be received by HCD no later than 5:00 p.m. Pacific Standard Daylight Time on Wednesday, October 28, 2020, with an extension to no later than 5:00 p.m. Pacific Standard Daylight Time on Wednesday, November 4, 2020 for applicants impacted by the 2020 wildfires.

All HCD funding decisions are final.

## **Resources**

Provided below is a list of all the Regulations referenced in this Application:

- Emergency Solutions Grant Program Webpage

<https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>

- Coronavirus Aid, Relief, and Economic Security Act (CARES Act)

<https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>

- Executive Order N-66-20 issued May 29, 2020

<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.29.20-EO-N-66-20.pdf>

- 24 CFR 576

<https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-part576>

- 2 CFR 200

<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>

- 24 CFR 91

<https://www.govinfo.gov/app/details/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part91>

- US Code Title 18 Section 1001-1002

<https://www.govinfo.gov/app/details/USCODE-2010-title18/USCODE-2010-title18-partI-chap47-sec1001>

- US Code Title 31 Section 3729-3730

<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729>

- US Code Title 31 Section 3801-3812

<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap38-sec3801>

**Will your organization be applying for funds under the ESG-CV Round 2 NOFA?**

Yes

**Has your jurisdiction been negatively impacted by the 2020 wildfires and is submitting the ESG-CV (Round 2) application by the extended deadline of November 4, 2020?**

No

## Section XII - Amount Requested

**Amount Requested**

\$1,500,000

## Section XIII - ESG-CV Round 2 Subrecipient Awards

**Will your provider selection process for ESG-CV Round 2 be different than what was described in your original application?**

No

## Section XIV - Legislative Contacts

**Will your ESG-CV Round 2 activity locations be different than those for your ESG-CV Round 1 activities?**

No

## Section XV - Draft Governing Board Resolution for ESG-CV Round 2

Please reference Resolution Guidelines and template found in the [Files Tab](#) under the Solicitation.

**Please upload your Resolution:**

Resolution (Round 2) - Kings Tulare Continuum of Care on Homelessness.pdf

## Section XVI - Emergency Shelter Renovation Costs

**Do you intend to use any of the Emergency Shelter funding from ESG-CV Round 2 for major rehabilitation or renovation in excess of \$2,000? If so, an estimate from an engineer or architect is required to substantiate the cost.**

No

## Section XVII - Funding Priorities

How is your organization prioritizing activities under ESG-CV Round 2? (List in priority order, please do not use duplicative answers)

**Projected use of ESG-CV Round 2 funds Priority #1**

Emergency Shelter

**Projected use of ESG-CV Round 2 funds Priority #2**

Street Outreach

**Projected use of ESG-CV Round 2 funds Priority #3**

Rapid Rehousing

**Projected use of ESG-CV Round 2 funds Priority #4**

Homelessness Prevention

**Projected use of ESG-CV Round 2 funds Priority #5**

HMIS

## Section XIX. Updated Budget Worksheet ESG-CV Round 2

Please reference Updated Budget Worksheet Guidelines found in the [Files Tab](#) under the Solicitation.

**Upload ESG-CV Round 2 Updated Budget Worksheet**

Visalia, Kings, & Tulare Counties Budget Worksheet ESG-CV Round 2.xlsx

## Section XX. Updated Goals Worksheet

Applicants will not need to submit updated goals with their application. However, applicants should be prepared to update their

goals after the ESG-CV Round 2 allocations have been approved.

## Section XXI. Racial Equity

It is a Department priority to ensure that ESG-CV programs are implemented in a way that addresses racial disparities in the homeless population and creates equitable outcomes. The following list of questions highlight items that you as the Grantee – either Continuum of Care (CoC) or Administrative Entity (AE) - might be doing to address racial equity. If you have not yet started to address racial equity in your homelessness response system, there is an opportunity to describe what you are planning to do at the end of each section.

Answers in this section will not serve to qualify or disqualify applicants but rather will serve as a baseline measure of the current state of each applicant's disparities, efforts and outcomes.

Please select your Continuum of Care from the [HUD CoC Racial Equity Analysis Tool \(version 2.1\)](#) and upload as an attachment.

Please refer to the NOFA for your designated CoC number. After downloading the tool, navigate to the 'Dashboard' tab and select your CoC from the highlighted dropdown box. Save the file and upload below..

### **Upload your Continuum of Care's Racial Equity Analysis Tool from HUD Exchange**

Visalia, Kings, & Tulare Counties Racial Equity Analysis Tool ESG-CV Round 2.xlsb

Please provide data on the outcomes of the homeless response system based on race using the Continuum of Care 2019 Outcomes by Race and Ethnicity Excel Spreadsheet found in the [Files Tab](#) of the Solicitation.

### **Upload "Continuum of Care 2019 Outcomes by Race and Ethnicity Worksheet"**

Visalia, Kings, & Tulare Counties Outcomes by Race & Ethnicity Round 2.xlsx

### **If your organization has already completed an analysis of racial disparities in its homeless response system please upload here**

Racial Disparity Assessment Summary.pdf

### **Does your organization have requirements for all sub-grantees to look at data to determine racial disparities in their programs?**

No

### **Does your organization have requirements for all sub-grantees to put a plan in place to address racial disparities if they exist?**

No

### **Describe how underserved and marginalized communities learn about the ESG program offerings. What marketing and communication strategies are used to increase equitable access? Check all that apply.**

Coordinated Entry Access Points in underserved and marginalized communities, Materials in multiple languages and accessible on CoC or AE website., Communication campaigns on social media, radio, television, or flyers targeted to underserved and marginalized communities.

### **Please provide a narrative and links for the Coordinated Entry Access Points selection:**

CES Written Standards, page 15

(<https://static1.squarespace.com/static/579939fd197aea7457647213/t/5f8f50ebee37d55ff286f974/1603227887385/KTHA+CE+Written+Standards+4.0.pdf>)

"The Alliance ensures that all services will be physically accessible to persons with mobility barriers. Additionally, all Coordinated Entry communications and documentation will be accessible to persons with limited ability to read and understand English.

The Alliance serves as the primary point of contact for ensuring that all Coordinated Entry materials are available in English and Spanish. In addition, Coordinated Entry participating agencies and Housing Navigators must ensure they are able to communicate effectively with households who access Every Door Open. Each agency will, to the greatest extent practicable, provide communication accommodations through translation services to effectively and clearly communicate with persons who have disabilities, as well as with any person with limited English proficiency. Agencies are also expected to provide visually and audibly accessible Coordinated Entry materials when requested by participants in Coordinated Entry."

**Please provide a list and links for the Materials in multiple languages selection:**

HMIS Client Consent

([https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361d283a0bdd0001a3264b/1563827497156/Client+Consent+-+Release+of+Information\\_Spanish.pdf](https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361d283a0bdd0001a3264b/1563827497156/Client+Consent+-+Release+of+Information_Spanish.pdf))

HMIS Client Revocation

([https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361ced0c016100019760a0/1563827437600/Client+Revocation+-+Data+Sharing\\_Spanish.pdf](https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361ced0c016100019760a0/1563827437600/Client+Revocation+-+Data+Sharing_Spanish.pdf))

HMIS Privacy Policy

([https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361dc53339a800013db77b/1563827654070/Privacy+Policy\\_Spanish.pdf](https://static1.squarespace.com/static/579939fd197aea7457647213/t/5d361dc53339a800013db77b/1563827654070/Privacy+Policy_Spanish.pdf))

Additionally, our our website, Facebook, and Twitter are compatible with Google Translate.

Facebook (<https://www.facebook.com/kthomelessalliance/>)Twitter ([https://twitter.com/KT\\_Alliance](https://twitter.com/KT_Alliance))Website (<https://www.kthomelessalliance.org/>)**Please provide a narrative and links for the Communication Campaigns selection**

The Alliance proactively works to increase equitable access to ESG program offerings through our listserv, announcements at CoC meetings, and through social media. All listserv messages comply with the Americans with Disabilities Act offering special assistance to participants who need additional support. We have a "Listserv Sign Up" button on the front page of our website which serves as an open invitation for anyone to get notifications. Additionally, our Twitter and Facebooks show on the front page of our website so anyone can click on these social media portals to learn more or follow us.

Our website, Facebook, and Twitter are compatible with Google Translate.

Facebook (<https://www.facebook.com/kthomelessalliance/>) - 718 followersTwitter ([https://twitter.com/KT\\_Alliance](https://twitter.com/KT_Alliance)) - 417 followersWebsite (<https://www.kthomelessalliance.org/>)Listserv (<https://www.kthomelessalliance.org/new-page>) - 444 subscribers**Does your grant making process prioritize programs that address the disproportionate impacts of homelessness and COVID-19 on communities of color, particularly Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities?**

Yes

**Upload the policy, process description, or scoring priorities that show how this is done.**

PHIL NOFA\_05.27.20.pdf

Are the voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness being centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness? Are they involved in the funding decision making process? Please answer the following questions.

**Does your CoC governance structure include permanent seats for individuals with lived experience of homelessness?**

Yes

**Does your CoC governance structure include seats for representatives from Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities?**

No

**Does your ESG Grantee funding application review panel/body include permanent seats for individuals with lived experience of homelessness?**

No

**Does your ESG Grantee funding applications review panel/body include permanent seats for representatives from Black, Latinx, Asian, Pacific Islander, Native and indigenous communities?**

No

**Does your CoC utilize other policies or methods of centering voices of Black, Latinx, Asian, Pacific Islander, Native and Indigenous communities and those with lived experience of homelessness?**

No

**Does your organization have other advisory bodies that provide input and recommendations around your homeless response system?**

Yes

**Please list and include Name of advisory body:**

Kings County Homeless Collaborative

**Does this body include permanent seats for:**  
Individuals with lived experience of homelessness

**Are there additional advisory bodies?**

Yes

**Please list and include Name of advisory body:**

Tulare County Task Force on Homelessness

**Does this body include permanent seats for:**

Individuals with lived experience of homelessness

**Are there additional advisory bodies?**

Yes

**Please list and include Name of advisory body:**

Youth Advisory Board (new)

**Does this body include permanent seats for:**

Individuals with lived experience of homelessness

**Are there additional advisory bodies?**

No

**Are ESG-CV funds being made accessible to smaller and non-traditional organizations that have historically served communities of color but may not have previously participated formally in the CoC or be a part of the homeless provider community?**

No

**Please describe the steps your CoC will take in the coming program year to ensure these funds address the organizational capacity of organizations that are led by Black, Latinx, Asian, Pacific Islander, Native and Indigenous people that support the goal of making homelessness rare, brief, and non-recurring.**

All of our ESG-CV funds have been obligated to Cities and Counties that are operating Project Roomkey and providing other emergency response services such as hygiene stations in encampments. Our CoC membership, comprised of a variety of races, voted to support these allocations.

When we have funding opportunities available, they are announced in a variety of methods to ensure that all organizations in the community have the ability to apply for funding. We provide a NOFA workshop, which is recorded so it can be accessed at any time, and offer 1:1 technical assistance to work with new applicants on submitting a successful application.

## **Section XXII. Tribal Nations**

HCD is supporting grantees that prioritize partnerships with Tribal Nations to address homelessness in tribal communities.

**Does your community neighbor a Tribal Nation?**

Yes

Please answer the following questions to indicate how your organization and CoC are working to find solutions to homelessness within Tribal Nation land. Tribal Nations are federally recognized Native American tribes in the United States and listed in the federal register.

**List of Tribal Nations:**

Tule River

### **How is your organization and the CoC assessing or identifying inequities and resource needs for Indigenous People and Tribal Nations?**

We monitor racial equity throughout our CoC to assess inequities for all races, including Indigenous People and Tribal Nations. Tulare County Health & Human Services Agency (HHSA) participated in the Governing Alliance on Race & Equity (GARE) train the trainer model and provides racial equity training for the CoC. We partnered with HHSA and their GARE lead to develop our Racial Equity Analysis. They regularly review our data and provide updates on racial equity. This information is used to inform system level changes.

### **What supports is your organization and the CoC providing to organizations committed to finding solutions to homelessness within Tribal Nation land?**

We accept coordinated entry system referrals from organizations that work within the Tule River reservation. The coordinated entry team can assess people, in person, at the reservation or by working with a partner organization. Additionally, we provide racial equity training on a regular basis so that outreach teams and service providers are able to provide services in an equitable manner.

### **How is your organization and the CoC partnering with Tribal Nations to address homelessness? Check all that apply:**

Other

#### **If other, please describe:**

We leverage our relationship with Tulare County Health and Human Services Agency (HHSA) to address homelessness within the Tule River reservation. HHSA has a cultural competency team that works closely with the tribe on all social service needs of its members. If a member is found to be experiencing homelessness, the HHSA team provides an immediate referral and an outreach representative will make arrangements to conduct an assessment and work with the member on developing a housing plan.

## **Section XXII. Homelessness Prevention**

The Department requests that communities prioritize the sheltering and housing needs of people experiencing literal homelessness.

### **Are you requesting funds for Homelessness Prevention?**

No

## **Section XXIII. Coordinated Investment Planning**

Please fill in the Homelessness Response Local Investment Plan Template Excel spreadsheet found in the Files tab of the Solicitation ([Link](#)) to list your community goals to address homelessness and how you will use all your available funds towards your goals.

### **Please upload the completed Homelessness Response Local Investment Plan Excel spreadsheet:**

Homelessness Response Local Investment Plan Template\_9-17-2020.xlsx

## **Section XXIV - Written Standards for Providing ESG Assistance**

In compliance with 24 CFR 576.400, The Department requires that Grantees establish and consistently apply written standards for providing ESG assistance. To ensure that activities being paid for with ESG-CV funds are eligible, the Grantees should evaluate the need to update written standards, as applicable, to:

- 1) Prioritize people at severe risk of contracting coronavirus for shelter and housing consistent with fair housing and nondiscrimination requirements,
- 2) Adapt coordinated entry policies and procedures to account for social distancing measures or increased demand,
- 3) Develop a strategy and recruit landlords to provide housing to people experiencing homelessness or at risk of homelessness,
- 4) Training homeless providers on infectious disease prevention and mitigation, and
- 5) Implement a non-congregate shelter strategy to reduce the spread of coronavirus.

### **Please check here to confirm you have read the above and agree to update written standards as needed and in accordance with any current and anticipated guidance from HUD.**

I have read the above and agree to update written standards.

#### **View Application Budget**

<https://portal.ecivis.com/#/peerBudget/939E8399-E7AA-45B0-BF80-1ACD9C3C9780>

#### **View Application Goals**

<https://portal.ecivis.com/#/peerGoals/9D67D4A8-57EA-48A0-9C25-E8B6BCA40BBE>

**# of Reviews**

0

EXHIBITS F & E

**# of Denials**

0

**Original Submission Date (for re-submissions)**

10/27/2020

## Applications: File Attachments

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**Please upload your Resolution:**

Resolution (Round 2) - Kings Tulare Continuum of Care on Homelessness.pdf

**Upload ESG-CV Round 2 Updated Budget Worksheet**

Visalia, Kings, & Tulare Counties Budget Worksheet ESG-CV Round 2.xlsx

**Upload your Continuum of Care's Racial Equity Analysis Tool from HUD Exchange**

Visalia, Kings, & Tulare Counties Racial Equity Analysis Tool ESG-CV Round 2.xlsb

**Upload "Continuum of Care 2019 Outcomes by Race and Ethnicity Worksheet"**

Visalia, Kings, & Tulare Counties Outcomes by Race & Ethnicity Round 2.xlsx

**If your organization has already completed an analysis of racial disparities in its homeless response system please upload here**

Racial Disparity Assessment Summary.pdf

**Upload the policy, process description, or scoring priorities that show how this is done.**

PHIL NOFA\_05.27.20.pdf

**Please upload the completed Homelessness Response Local Investment Plan Excel spreadsheet:**

Homelessness Response Local Investment Plan Template\_9-17-2020.xlsx



**KINGS TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2020.10.08**

**A RESOLUTION OF THE KINGS TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING ACCEPTANCE OF GRANT FUNDING FOR THE CORONAVIRUS AID, RELIEF, AND  
ECONOMIC SECURITY  
(CARES) ACT EMERGENCY SOLUTIONS GRANT (ESG-CV) PROGRAM.**

A necessary quorum of the directors of the Kings Tulare Continuum of Care on Homelessness, Inc. (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated October 2, 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated federal funds for the Emergency Solutions Grants Program (the “Program” or “ESG”) to the State. These funds are referred to herein as the ESG-Coronavirus (ESG-CV) funds and this October 2020 ESG-CV NOFA is distributing “Round 2” of the ESG-CV funding.
- B. WHEREAS Applicant is an approved Continuum of Care that previously received ESG-CV funding under the initial ESG-CV NOFA dated June 1, 2020 (hereinafter referred to as “ESG-CV Round 1”).
- C. WHEREAS the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. All information submitted by Applicant on its ESG-CV Round 1 application remains true, correct, and accurate, or the Department approved in writing a change to Applicant’s ESG-CV Round 1 application. Applicant affirms its continued compliance to all of the terms and conditions of ESG-CV Round 1 application and related Standard Agreement.
- 2. Applicant is authorized to submit an application for ESG-CV Round 2 and be subject to the terms thereof.
- 3. If Applicant receives a grant of ESG-CV Round 2 funds from the Department pursuant to the above referenced ESG-CV (Round 2) NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.

EXHIBITS F & E

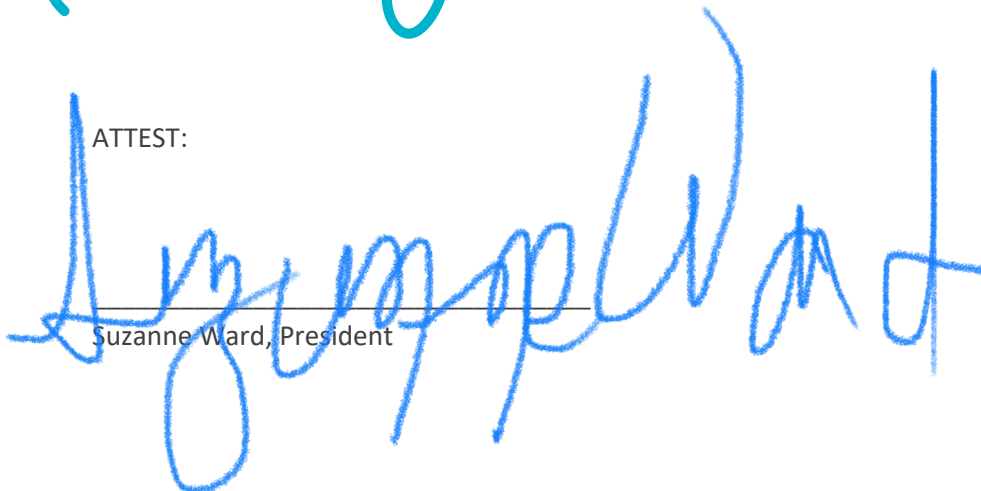
4. In addition to its ESG-CV Round 1 grant, Applicant is now hereby authorized and directed to receive an additional ESG-CV Round 2 grant, in an amount not to exceed \$1,500,000 in accordance with all applicable rules and laws.
5. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the ESG-CV Standard Agreement, including any amendments incorporating new terms and conditions to such Standard Agreement, and other contracts between the Applicant and the Department.
6. Machael Smith, Executive Director, is authorized to execute the ESG-CV Standard Agreement Amendment and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Kings Tulare Continuum of Care on Homelessness, Inc. Board of Directors this 8<sup>th</sup> day of October, 2020 by the following vote:

YES: 5 ABSTENTIONS: 2 NOES: 0

ABSENT: 1

  
Lateena Ling, Secretary - October 8, 2020

ATTEST:  
  
Suzanne Ward, President

3205565  
EXHIBITS F & E



## State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 03 2009

Handwritten signature of Debra Bowen.

DEBRA BOWEN  
Secretary of State

**Articles of Incorporation  
of Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article I**

The name of this corporation is **Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article II**

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.
- B. The specific purpose of this corporation is to provide assistance to, and improve the health and well being of, homeless individuals and families throughout the Kings/Tulare region.

**Article III**

The name and address in the State of California of this corporation's initial agent for service of process is:

Kyle Melton  
1224 South Cedar Ct.  
Visalia, California 93292

**Article IV**

- A. This corporation is organized and operated exclusively for **charitable** purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

**Article V**



EXHIBITS F & E

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**Article VI**

The name of the existing unincorporated association, now being incorporated by the filing of these articles, is Kings/Tulare Continuum of Care on Homelessness.

  
\_\_\_\_\_  
Kyle Melton, Incorporator

ACKNOWLEDGMENT

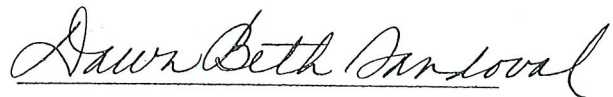
State of California  
County of Tulare

On March 26, 2009, 2009, before me, DAWN BETH SANDOVAL, personally appeared Kyle Melton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California taht the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



  
\_\_\_\_\_  
Dawn Beth Sandoval

STATEMENT BY Betsy McGovern AND Denise L. Marchant [Enter the names of either two officers or two governing board members in the blanks] OF APPROVAL OF INCORPORATION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS

BY THE ASSOCIATION

The undersigned being Betsy McGovern and Denise L. Marchant [officers or governing board members] of the Kings/Tulare Continuum of Care on Homelessness, the unincorporated association specified in the accompanying Articles of Incorporation, state that the incorporation of the association by means of these Articles of Incorporation to which this Statement is attached has been approved by the association in accordance with its rules and procedures.

Dated: March 26, 2009

Betsy McGovern, President  
[Enter Name and Title Here]

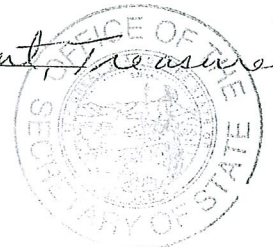
Denise L. Marchant, Treasurer  
[Enter Name and Title Here]

DECLARATION

Each of the undersigned declares under penalty of perjury under the laws of the State of California that they are President and Treasurer [Enter Respective Titles of the Undersigned] of the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, that the statements contained in the foregoing statement are true of his or her own knowledge, and that this declaration was executed on March 26, 2009 at Porterville, California.

Betsy McGovern, President  
[Enter Name and Title Here]

Denise L. Marchant, Treasurer  
[Enter Name and Title Here]



## **BYLAWS**

**- for -**

### **KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. DBA KINGS TULARE HOMELESS ALLIANCE**

#### **ARTICLE I** **NAME**

The name of this Corporation shall be the Kings/Tulare Continuum of Care on Homelessness, Inc., DBA Kings Tulare Homeless Alliance. Whenever the term “Corporation” is used in the By-Laws, it shall mean the Kings/Tulare Continuum of Care on Homelessness, Inc.

#### **ARTICLE II** **OFFICE**

The principal office of the Corporation shall be in Tulare County at 1900 N. Dinuba Blvd, Suite G, Visalia, California, and authority to change the principal office is hereby granted to the Board of Directors provided that the office shall remain in Kings/Tulare County. Any change of principal office will be noted by the Secretary in these Bylaws, but will not be considered an amendment of these Bylaws.

#### **ARTICLE III** **MISSION**

The mission statement of the Corporation is as follows:

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

**ARTICLE IV**  
**OBJECTIVES**

The objectives of the Corporation are as follows:

- A. To develop and maintain service strategies that link and advance the health and well-being of homeless residents in the Kings/Tulare region by fostering partnerships among participating organizations.
- B. To serve as an advocate on behalf of partner agencies, ensuring that best practices and decisions at the State and Federal level are reflective of the needs and realities of our local community.
- C. To reduce duplication, increase cooperation, and promote the enhancement of self-esteem and the empowerment of homeless individuals and families to develop strategies for self-sufficiency and independence.
- D. To technologically connect participating organizations in order to develop and to maintain effective shared case management.
- E. To develop and sustain a database that details available housing and available support services connected to that housing throughout our region and ensure access to the homeless.
- F. To promote the development of housing options to provide shelter for individuals and families in various stages of homelessness or homelessness prevention.
- G. To develop and refine benchmarks and other necessary tools to measure outcomes and to evaluate performance.
- H. To foster relationships with other Continuum of Care systems of the Central Valley to provide support, share best practices and model collaborative effectiveness for a multi-regional Continuum of Care System.

**ARTICLE V**  
**MEMBERSHIP**

**Section 1 - Composition**

The Corporation will have one class of members only, and each member shall have equal voting rights except as provided by these Bylaws. Any person, as defined by Corporations Code Section 5065 is eligible to be a member of the Corporation. The composition of the Corporation



shall be open to any city or county governmental, public or private entity involved in providing support service or housing and desiring to become a member. Additionally, the Corporation encourages participation from members or representatives of the target populations being served by support service and housing agencies. Other individuals or organization representatives who possess skills, interest, or resources which will aid the Corporation in fulfilling its mission are also eligible for membership.

Any person eligible for membership under this Section of these Bylaws is qualified for membership only after that person has satisfied the membership requirements outlined in this Article of these Bylaws, including the membership fee requirements of Section 4.

All persons desiring membership in the Corporation shall complete an application and pay appropriate dues. No person shall hold more than one membership, nor shall any member be entitled to more than one vote, except where the member is a City or County having multiple departments that desire membership and voting rights, in which case such City or County may hold up to five (5) memberships for its multiple departments desiring membership, with each department member being entitled to one vote.

### **Section 2 - Attendance at Meetings**

At least one representative of a member shall attend all meetings of the Corporation. A representative from the executive level shall attend all quarterly executive meetings. Members are encouraged to attend all meetings.

### **Section 3 - Termination**

Membership shall be terminated for nonpayment of fees and/or annual dues. The Board of Directors reserves the right to both terminate and reinstate a member based upon a majority vote of the Board. The member will be notified via mail, prior to one's termination date. A member can end their membership at any time, however will not be reimbursed for any paid membership fees and/or annual dues.

### **Section 4 – Fees and Annual Dues**

The Corporation reserves the right to establish membership fees and annual dues for the continued funding of the Corporation. The Membership Application identifies the current minimum annual membership fee schedule. The Board of Directors is granted full authority to change the Fee Schedule as deemed necessary, and any such changes to the Fee Schedule shall not be considered an amendment to these Bylaws. Any member may voluntarily increase their membership fee contribution to any level above the minimum established.

The Corporation's fiscal year shall be from July 1st to June 30<sup>th</sup>. Annual Dues for the fiscal year will be invoiced in June and payable in July.

### **Section 5 - Budget**

A budget for the fiscal year shall be adopted by the Corporation by July 1<sup>st</sup>.

### **Section 6 – Number of Members**

There is no limit on the number of members the Corporation may admit.

### **Section 7 – Membership Book**

The Corporation will keep a membership book containing the name, address, and class of each member [in written form or in any form capable of being converted into written form]. The book must also note if a membership has terminated and the date on which that membership ceased. The book will be kept at the principal office of the Corporation and is subject to the rights of inspection required by law and as set forth in these Bylaws.

### **Section 8 – Inspection Rights of Members – Demand**

- A. Subject to the Corporation's right to set aside a demand for inspection pursuant to Corporations Code Section 6331 and the authority of the court to limit inspection rights pursuant to Corporations Code Section 6332, and unless the Corporation provides a reasonable alternative as permitted by these Bylaws, a member satisfying the qualifications set forth may do either or both of the following:
- (1) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on five business days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or
  - (2) Obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled or as of the date of demand. The demand must state the purpose for which the list is requested. The membership list will be available on or before the later of 10 business days after the demand is received, or after the date specified in the demand as the date as of which the list is to be compiled.

#### Members Permitted to Exercise Rights of Inspection

- B. The rights of inspection set forth in these Bylaws may be exercised by the following:
- (1) Any member, for a purpose reasonably related to that person's interest as a member; and

- (2) The authorized number of members for a purpose reasonably related to the members' interest as members; and

#### Alternative Method of Achieving Purpose

- C. The Corporation, within 10 business days after receiving a demand pursuant to these Bylaws, may deliver to the person or persons making the demand a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to these Bylaws will be deemed reasonable, unless within a reasonable time after acceptance of the offer, the Corporation fails to effect the alternative method. Any rejection of the offer must be in writing and indicate the reasons the alternative proposed by the Corporation does not meet the proper purpose of the demand made pursuant to these Bylaws.

#### **Section 9 – Non-liability of Members**

A member of the Corporation is not personally liable, solely because of membership, for the debts, obligations, or liabilities of the Corporation.

#### **Section 10 - Membership Authority**

Members of the Corporation are responsible for electing officers and directors of the corporation and must approve any amendments to the Bylaws of the corporation.

### **ARTICLE VI** **OFFICERS & DIRECTORS**

#### **Section 1 – Board of Directors**

There shall be five (3) officers of the Corporation: President, Secretary, and a Treasurer/CFO. The (3) officers and (6) Members at Large will serve as the Corporation's nine (9) Directors. The Board shall reserve at least (1) Member at Large be a consumer representative. Collectively, the nine (9) Directors will be known as the Board of Directors.

#### **Section 2 – Election of Board of Directors**

The Board shall present a slate of directors brought forth at the April meeting. The Corporation will elect all directors by a majority vote of its members. The Board will make every attempt to recommend a combination of Directors comprised of public, private, and client membership representation.

### **Section 3 – Election of Officers**

The Board of Director's will appoint the President, Secretary and Treasurer from the slate of directors approved by the members. All Directors must be members in good standing in the Corporation, and must be residents of the State of California.

### **Section 4 - Term of Office**

For all Officers and Directors, the term of office shall be for two years, beginning July 1<sup>st</sup>, unless otherwise provided in these Bylaws. Any Director may serve a maximum of three (3) consecutive terms for any combination of positions. A Director may seek re-election to a Board position after a one-year leave of absence from the Board.

### **Section 5 - Resignation**

Any officer may resign at any time by giving written notice to the Corporation.

### **Section 6 - Vacancies**

A vacancy in any office may be filled by appointment by the Board of Directors e as needed until the next regular election. If less than 50% of the term has been completed, the appointed director can be eligible for three (3) consecutive terms beginning the following year.

### **Section 7 - Removal**

An officer/director of the Corporation may be removed by the following process:

- A. Any member of the Corporation may make a motion for a special meeting to consider the removal of an officer. Such a motion shall include a statement of reasons for removal from office.
- B. If the motion is seconded and approved by the majority of members present, a special meeting shall be scheduled to consider the removal of the officer.
- C. The officer that is being considered for removal shall receive written notification of the special meeting and reason for removal. This written notice shall be delivered in person or registered mail no less than fourteen (14) days prior to the special meeting.
- D. Such officer shall be removed at the special meeting with an affirmative vote of a two thirds (2/3) vote of the membership present at the special meeting.

### **Section 8 - Compensation**

The Officers/Directors serve without compensation with the exception of the Member at Large position filled by a consumer. Consumers shall be paid \$25.00 for each Board and Membership meeting attended.

### **Section 9 - President**

The President will preside at the Corporation meetings. The president shall appoint chairmen of standing committees and all other committees. The president shall be an ex-officio member of all committees.

### **Section 10 - Secretary**

The Secretary will be responsible for notification of Board meetings, Board meeting agendas, minutes of meetings and correspondence of the Corporation.

### **Section 11 - Treasurer**

The Treasurer will be responsible for the financial oversight of the Corporation, and shall provide monthly financial reports to the Corporation.

### **Section 12 – Members at Large**

Members at Large represent the interests of the general membership on the Board. They may take responsibility for activities on the basis of interest or at the request of the Board or President, chair or serve on ad hoc and standing committees, and handle special projects. The goal of this position is to expand the membership of the board to include philanthropic, faith-based, law enforcement and business leaders from the private sector.

### **Section 13 - Board of Directors' Authority**

The Board of Directors is the governing body of the corporation responsible for the management of the affairs of the organization. The board is responsible for policymaking and has the ultimate legal responsibility for the actions of the corporation.

## **ARTICLE VII** **ADVISORY BOARD**

The Board, by resolution adopted by a majority of the entire Board, may designate an Advisory Board. Such Advisory Board shall consist of a minimum of two persons who are interested in the purpose and principles of the Corporation. The Advisory Board and each member thereof

shall serve at the pleasure of the Board. Any vacancy in the Advisory Board may be filled and the Board may remove any member of the Advisory Board, either with or without cause. The Advisory Board shall advise the Board as to any matters that are put before it by the Board concerning the Corporation. The Advisory Board shall not have or purport to exercise any powers of the Board nor shall it have the power to bind the Corporation in any manner.

## **ARTICLE VIII** **MEETINGS**

### **Section 1 - Board Meetings**

- A. Meetings of the Board may be called to order by the President or an officer of the Corporation.
- B. Except as provided by the Bylaws, all meetings of the Board will be held at a time and place to be designated by resolution of the Board of Directors.
- C. Regular meetings of the Board will be held monthly, at a place to be designated by the Board of Directors, unless otherwise specified by way of written or posted notice as provided in these Bylaws.

Special meetings of the Board may be called by the President, an Officer or any two Directors. Special meetings may be held on four (4) days' notice by first-class mail, or on forty-eight 48 hours' notice delivered personally or by telephone, email or fax. If sent by mail, email or fax, the notice shall be deemed to be delivered on its deposit in the mail, the date/time sent by email or on the date/time of its delivery through the fax machine.

- D. A majority of the Directors constitutes a quorum of the Board for the transaction of business, except as otherwise provided in these Bylaws.
- E. Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for that meeting, or such greater number as is required by the law, the Articles, or these Bylaws.
- F. The President or, in his or her absence, any Director selected by the Directors then present will preside at meetings of the Board of Directors. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer will act as Secretary of the Board. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members

participating in the meeting can hear one another. This participation constitutes personal presence at the meeting.

- G. A majority of the Directors present at the meeting, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place must be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.
- H. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. Written consents must be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as the unanimous vote of the Directors. The regular Board meetings of this Corporation shall be held on a monthly basis, at an hour, day, and place as determined by resolution of the Board of Directors.
- I. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.
- J. If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.
- K. Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b). The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members.
- L. No meeting of Directors may be adjourned more than 45 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each Director of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

## **Section 2 – Member Meetings**

- A. Member meetings will be held monthly at 1900 N. Dinuba Blvd, Suite B, Visalia or a place to be determined unless otherwise specified by way of written or posted notice as provided in these Bylaws.
- B. Special meetings of members may be called by the Board of Directors or the President of the Corporation and held at the time and place to be designated by resolution of the Board of Directors. Five percent or more of the members of the Corporation may call special meetings for any lawful purpose.
- C. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.

If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.

Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b).

No meeting of members may be adjourned more than 90 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each member of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members. The notice of any meeting at which Directors are to be elected must include the names of all those who are nominees at the time the notice is given to the members.



### **Section 3 – Waivers, Consents, and Approvals**

The transactions of any meeting, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the meeting, each of the persons entitled to vote but not present in person, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals will be filed with the corporate records or included in the minutes of the meeting.

### **Section 4 - Minutes**

Minutes of all meetings shall be posted on the Corporation's website. Copies of the previous meeting will be available at the next regular meeting of the Corporation.

### **Section 5 - Agenda**

Items to be considered for meetings of the Corporation shall be sent to either the designated secretary to the Corporation or the President of the Corporation. The agenda for the regular meetings of the Corporation shall be sent to members and officers in a timely manner, along with written notice of the meeting as outlined herein. Copies of the agenda will be available at all meetings of the Corporation.

### **Section 6 - Public Testimony**

The Corporation shall convene at least two meetings annually inviting stakeholder feedback.

### **Section 7 - Public Comment**

Any member of the public may speak on any item which is on the agenda. Comments by members of the public on an item on the agenda will only be allowed during consideration of the item by the Corporation.

## **ARTICLE IX** **AD HOC COMMITTEES**

The Board of Directors shall be responsible for the structure and governance of the Corporation and is accountable for developing participant agreements, bylaws, lead agency designation, establishing protocols and informing the Corporation of legislation and administrative changes that affect the provision of services to the homeless. The Board of Directors shall select review panels, experts and consultants.

The Board of Directors will also establish committees on an as needed basis and may designate Standing and Ad Hoc Committees.

**ARTICLE X**  
**PARLIAMENTARY RULES**

**Section 1 - Conduct of Meetings**

The meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order (Revised Edition).

**ARTICLE XI**  
**AMENDING BYLAWS**

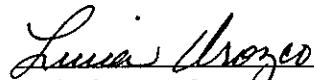
These Bylaws are subject to amendment in accordance with Robert's Rules of Order (Revised Edition). The Bylaws may be amended by a two-thirds (2/3) vote of a quorum of the Corporation's members provided that fifteen (15) days prior to the meeting, the full Corporation is notified of the language of such changes(s), and of the time, date, and place of the intended voting on such changes(s).

CERTIFICATE OF SECRETARY OF

**Kings/Tulare Continuum of Care on Homelessness, Inc., a California Nonprofit Corporation**

I hereby certify that I am the duly elected and acting Secretary of this corporation and that the foregoing Bylaws, comprising twelve (12) pages, constitute the Bylaws of this corporation as duly adopted by a simple majority of a quorum of the members at a meeting of the of the members on April 26, 2018.

Dated: April 26, 2018

  
\_\_\_\_\_  
Lucia Orozco, Secretary

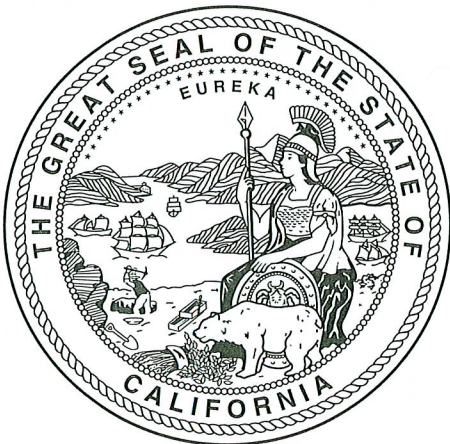
3205565  
EXHIBITS F & E



## State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 03 2009

DEBRA BOWEN  
Secretary of State

APR 03 2009

EXHIBITS F &amp; E

**Articles of Incorporation  
of Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article I**

The name of this corporation is **Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article II**

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.
- B. The specific purpose of this corporation is to provide assistance to, and improve the health and well being of, homeless individuals and families throughout the Kings/Tulare region.

**Article III**

The name and address in the State of California of this corporation's initial agent for service of process is:

Kyle Melton  
1224 South Cedar Ct.  
Visalia, California 93292

**Article IV**

- A. This corporation is organized and operated exclusively for **charitable** purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.


**Article V**

EXHIBITS F & E

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**Article VI**

The name of the existing unincorporated association, now being incorporated by the filing of these articles, is Kings/Tulare Continuum of Care on Homelessness.

  
\_\_\_\_\_  
Kyle Melton, Incorporator

ACKNOWLEDGMENT

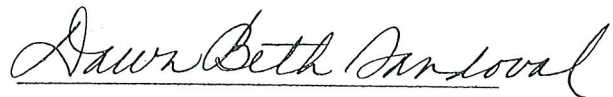
State of California  
County of Tulare

On March 26, 2009, 2009, before me, DAWN BETH SANDOVAL, personally appeared Kyle Melton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California taht the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



  
\_\_\_\_\_  
Dawn Beth Sandoval



STATEMENT BY Betsy McGovern AND Denise L. Marchant [Enter the names of either two officers or two governing board members in the blanks] OF APPROVAL OF INCORPORATION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS

BY THE ASSOCIATION

The undersigned being Betsy McGovern and Denise L. Marchant [officers or governing board members] of the Kings/Tulare Continuum of Care on Homelessness, the unincorporated association specified in the accompanying Articles of Incorporation, state that the incorporation of the association by means of these Articles of Incorporation to which this Statement is attached has been approved by the association in accordance with its rules and procedures.

Dated: March 26, 2009

Betsy McGovern, President  
[Enter Name and Title Here]

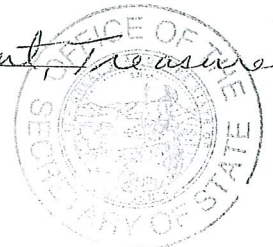
Denise L. Marchant, Treasurer  
[Enter Name and Title Here]

DECLARATION

Each of the undersigned declares under penalty of perjury under the laws of the State of California that they are President and Treasurer [Enter Respective Titles of the Undersigned] of the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, that the statements contained in the foregoing statement are true of his or her own knowledge, and that this declaration was executed on March 26, 2009 at Porterville, California.

Betsy McGovern, President  
[Enter Name and Title Here]

Denise L. Marchant, Treasurer  
[Enter Name and Title Here]



## **BYLAWS**

**- for -**

### **KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. DBA KINGS TULARE HOMELESS ALLIANCE**

#### **ARTICLE I** **NAME**

The name of this Corporation shall be the Kings/Tulare Continuum of Care on Homelessness, Inc., DBA Kings Tulare Homeless Alliance. Whenever the term “Corporation” is used in the By-Laws, it shall mean the Kings/Tulare Continuum of Care on Homelessness, Inc.

#### **ARTICLE II** **OFFICE**

The principal office of the Corporation shall be in Tulare County at 1900 N. Dinuba Blvd, Suite G, Visalia, California, and authority to change the principal office is hereby granted to the Board of Directors provided that the office shall remain in Kings/Tulare County. Any change of principal office will be noted by the Secretary in these Bylaws, but will not be considered an amendment of these Bylaws.

#### **ARTICLE III** **MISSION**

The mission statement of the Corporation is as follows:

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



**ARTICLE IV**  
**OBJECTIVES**

The objectives of the Corporation are as follows:

- A. To develop and maintain service strategies that link and advance the health and well-being of homeless residents in the Kings/Tulare region by fostering partnerships among participating organizations.
- B. To serve as an advocate on behalf of partner agencies, ensuring that best practices and decisions at the State and Federal level are reflective of the needs and realities of our local community.
- C. To reduce duplication, increase cooperation, and promote the enhancement of self-esteem and the empowerment of homeless individuals and families to develop strategies for self-sufficiency and independence.
- D. To technologically connect participating organizations in order to develop and to maintain effective shared case management.
- E. To develop and sustain a database that details available housing and available support services connected to that housing throughout our region and ensure access to the homeless.
- F. To promote the development of housing options to provide shelter for individuals and families in various stages of homelessness or homelessness prevention.
- G. To develop and refine benchmarks and other necessary tools to measure outcomes and to evaluate performance.
- H. To foster relationships with other Continuum of Care systems of the Central Valley to provide support, share best practices and model collaborative effectiveness for a multi-regional Continuum of Care System.

**ARTICLE V**  
**MEMBERSHIP**

**Section 1 - Composition**

The Corporation will have one class of members only, and each member shall have equal voting rights except as provided by these Bylaws. Any person, as defined by Corporations Code Section 5065 is eligible to be a member of the Corporation. The composition of the Corporation

shall be open to any city or county governmental, public or private entity involved in providing support service or housing and desiring to become a member. Additionally, the Corporation encourages participation from members or representatives of the target populations being served by support service and housing agencies. Other individuals or organization representatives who possess skills, interest, or resources which will aid the Corporation in fulfilling its mission are also eligible for membership.

Any person eligible for membership under this Section of these Bylaws is qualified for membership only after that person has satisfied the membership requirements outlined in this Article of these Bylaws, including the membership fee requirements of Section 4.

All persons desiring membership in the Corporation shall complete an application and pay appropriate dues. No person shall hold more than one membership, nor shall any member be entitled to more than one vote, except where the member is a City or County having multiple departments that desire membership and voting rights, in which case such City or County may hold up to five (5) memberships for its multiple departments desiring membership, with each department member being entitled to one vote.

### **Section 2 - Attendance at Meetings**

At least one representative of a member shall attend all meetings of the Corporation. A representative from the executive level shall attend all quarterly executive meetings. Members are encouraged to attend all meetings.

### **Section 3 - Termination**

Membership shall be terminated for nonpayment of fees and/or annual dues. The Board of Directors reserves the right to both terminate and reinstate a member based upon a majority vote of the Board. The member will be notified via mail, prior to one's termination date. A member can end their membership at any time, however will not be reimbursed for any paid membership fees and/or annual dues.

### **Section 4 – Fees and Annual Dues**

The Corporation reserves the right to establish membership fees and annual dues for the continued funding of the Corporation. The Membership Application identifies the current minimum annual membership fee schedule. The Board of Directors is granted full authority to change the Fee Schedule as deemed necessary, and any such changes to the Fee Schedule shall not be considered an amendment to these Bylaws. Any member may voluntarily increase their membership fee contribution to any level above the minimum established.

The Corporation's fiscal year shall be from July 1st to June 30<sup>th</sup>. Annual Dues for the fiscal year will be invoiced in June and payable in July.

### **Section 5 - Budget**

A budget for the fiscal year shall be adopted by the Corporation by July 1<sup>st</sup>.

### **Section 6 – Number of Members**

There is no limit on the number of members the Corporation may admit.

### **Section 7 – Membership Book**

The Corporation will keep a membership book containing the name, address, and class of each member [in written form or in any form capable of being converted into written form]. The book must also note if a membership has terminated and the date on which that membership ceased. The book will be kept at the principal office of the Corporation and is subject to the rights of inspection required by law and as set forth in these Bylaws.

### **Section 8 – Inspection Rights of Members – Demand**

- A. Subject to the Corporation's right to set aside a demand for inspection pursuant to Corporations Code Section 6331 and the authority of the court to limit inspection rights pursuant to Corporations Code Section 6332, and unless the Corporation provides a reasonable alternative as permitted by these Bylaws, a member satisfying the qualifications set forth may do either or both of the following:
- (1) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on five business days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or
  - (2) Obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled or as of the date of demand. The demand must state the purpose for which the list is requested. The membership list will be available on or before the later of 10 business days after the demand is received, or after the date specified in the demand as the date as of which the list is to be compiled.

#### Members Permitted to Exercise Rights of Inspection

- B. The rights of inspection set forth in these Bylaws may be exercised by the following:
- (1) Any member, for a purpose reasonably related to that person's interest as a member; and

- (2) The authorized number of members for a purpose reasonably related to the members' interest as members; and

#### Alternative Method of Achieving Purpose

- C. The Corporation, within 10 business days after receiving a demand pursuant to these Bylaws, may deliver to the person or persons making the demand a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to these Bylaws will be deemed reasonable, unless within a reasonable time after acceptance of the offer, the Corporation fails to effect the alternative method. Any rejection of the offer must be in writing and indicate the reasons the alternative proposed by the Corporation does not meet the proper purpose of the demand made pursuant to these Bylaws.

#### **Section 9 – Non-liability of Members**

A member of the Corporation is not personally liable, solely because of membership, for the debts, obligations, or liabilities of the Corporation.

#### **Section 10 - Membership Authority**

Members of the Corporation are responsible for electing officers and directors of the corporation and must approve any amendments to the Bylaws of the corporation.

### **ARTICLE VI** **OFFICERS & DIRECTORS**

#### **Section 1 – Board of Directors**

There shall be five (3) officers of the Corporation: President, Secretary, and a Treasurer/CFO. The (3) officers and (6) Members at Large will serve as the Corporation's nine (9) Directors. The Board shall reserve at least (1) Member at Large be a consumer representative. Collectively, the nine (9) Directors will be known as the Board of Directors.

#### **Section 2 – Election of Board of Directors**

The Board shall present a slate of directors brought forth at the April meeting. The Corporation will elect all directors by a majority vote of its members. The Board will make every attempt to recommend a combination of Directors comprised of public, private, and client membership representation.

### **Section 3 – Election of Officers**

The Board of Director's will appoint the President, Secretary and Treasurer from the slate of directors approved by the members. All Directors must be members in good standing in the Corporation, and must be residents of the State of California.

### **Section 4 - Term of Office**

For all Officers and Directors, the term of office shall be for two years, beginning July 1<sup>st</sup>, unless otherwise provided in these Bylaws. Any Director may serve a maximum of three (3) consecutive terms for any combination of positions. A Director may seek re-election to a Board position after a one-year leave of absence from the Board.

### **Section 5 - Resignation**

Any officer may resign at any time by giving written notice to the Corporation.

### **Section 6 - Vacancies**

A vacancy in any office may be filled by appointment by the Board of Directors e as needed until the next regular election. If less than 50% of the term has been completed, the appointed director can be eligible for three (3) consecutive terms beginning the following year.

### **Section 7 - Removal**

An officer/director of the Corporation may be removed by the following process:

- A. Any member of the Corporation may make a motion for a special meeting to consider the removal of an officer. Such a motion shall include a statement of reasons for removal from office.
- B. If the motion is seconded and approved by the majority of members present, a special meeting shall be scheduled to consider the removal of the officer.
- C. The officer that is being considered for removal shall receive written notification of the special meeting and reason for removal. This written notice shall be delivered in person or registered mail no less than fourteen (14) days prior to the special meeting.
- D. Such officer shall be removed at the special meeting with an affirmative vote of a two thirds (2/3) vote of the membership present at the special meeting.

### **Section 8 - Compensation**

The Officers/Directors serve without compensation with the exception of the Member at Large position filled by a consumer. Consumers shall be paid \$25.00 for each Board and Membership meeting attended.

### **Section 9 - President**

The President will preside at the Corporation meetings. The president shall appoint chairmen of standing committees and all other committees. The president shall be an ex-officio member of all committees.

### **Section 10 - Secretary**

The Secretary will be responsible for notification of Board meetings, Board meeting agendas, minutes of meetings and correspondence of the Corporation.

### **Section 11 - Treasurer**

The Treasurer will be responsible for the financial oversight of the Corporation, and shall provide monthly financial reports to the Corporation.

### **Section 12 – Members at Large**

Members at Large represent the interests of the general membership on the Board. They may take responsibility for activities on the basis of interest or at the request of the Board or President, chair or serve on ad hoc and standing committees, and handle special projects. The goal of this position is to expand the membership of the board to include philanthropic, faith-based, law enforcement and business leaders from the private sector.

### **Section 13 - Board of Directors' Authority**

The Board of Directors is the governing body of the corporation responsible for the management of the affairs of the organization. The board is responsible for policymaking and has the ultimate legal responsibility for the actions of the corporation.

## **ARTICLE VII** **ADVISORY BOARD**

The Board, by resolution adopted by a majority of the entire Board, may designate an Advisory Board. Such Advisory Board shall consist of a minimum of two persons who are interested in the purpose and principles of the Corporation. The Advisory Board and each member thereof

shall serve at the pleasure of the Board. Any vacancy in the Advisory Board may be filled and the Board may remove any member of the Advisory Board, either with or without cause. The Advisory Board shall advise the Board as to any matters that are put before it by the Board concerning the Corporation. The Advisory Board shall not have or purport to exercise any powers of the Board nor shall it have the power to bind the Corporation in any manner.

## **ARTICLE VIII** **MEETINGS**

### **Section 1 - Board Meetings**

- A. Meetings of the Board may be called to order by the President or an officer of the Corporation.
- B. Except as provided by the Bylaws, all meetings of the Board will be held at a time and place to be designated by resolution of the Board of Directors.
- C. Regular meetings of the Board will be held monthly, at a place to be designated by the Board of Directors, unless otherwise specified by way of written or posted notice as provided in these Bylaws.

Special meetings of the Board may be called by the President, an Officer or any two Directors. Special meetings may be held on four (4) days' notice by first-class mail, or on forty-eight 48 hours' notice delivered personally or by telephone, email or fax. If sent by mail, email or fax, the notice shall be deemed to be delivered on its deposit in the mail, the date/time sent by email or on the date/time of its delivery through the fax machine.

- D. A majority of the Directors constitutes a quorum of the Board for the transaction of business, except as otherwise provided in these Bylaws.
- E. Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for that meeting, or such greater number as is required by the law, the Articles, or these Bylaws.
- F. The President or, in his or her absence, any Director selected by the Directors then present will preside at meetings of the Board of Directors. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer will act as Secretary of the Board. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members

participating in the meeting can hear one another. This participation constitutes personal presence at the meeting.

- G. A majority of the Directors present at the meeting, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place must be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.
- H. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. Written consents must be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as the unanimous vote of the Directors. The regular Board meetings of this Corporation shall be held on a monthly basis, at an hour, day, and place as determined by resolution of the Board of Directors.
- I. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.
- J. If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.
- K. Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b). The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members.
- L. No meeting of Directors may be adjourned more than 45 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each Director of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.



## **Section 2 – Member Meetings**

- A. Member meetings will be held monthly at 1900 N. Dinuba Blvd, Suite B, Visalia or a place to be determined unless otherwise specified by way of written or posted notice as provided in these Bylaws.
- B. Special meetings of members may be called by the Board of Directors or the President of the Corporation and held at the time and place to be designated by resolution of the Board of Directors. Five percent or more of the members of the Corporation may call special meetings for any lawful purpose.
- C. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.

If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.

Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b).

No meeting of members may be adjourned more than 90 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each member of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members. The notice of any meeting at which Directors are to be elected must include the names of all those who are nominees at the time the notice is given to the members.

### **Section 3 – Waivers, Consents, and Approvals**

The transactions of any meeting, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the meeting, each of the persons entitled to vote but not present in person, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals will be filed with the corporate records or included in the minutes of the meeting.

### **Section 4 - Minutes**

Minutes of all meetings shall be posted on the Corporation's website. Copies of the previous meeting will be available at the next regular meeting of the Corporation.

### **Section 5 - Agenda**

Items to be considered for meetings of the Corporation shall be sent to either the designated secretary to the Corporation or the President of the Corporation. The agenda for the regular meetings of the Corporation shall be sent to members and officers in a timely manner, along with written notice of the meeting as outlined herein. Copies of the agenda will be available at all meetings of the Corporation.

### **Section 6 - Public Testimony**

The Corporation shall convene at least two meetings annually inviting stakeholder feedback.

### **Section 7 - Public Comment**

Any member of the public may speak on any item which is on the agenda. Comments by members of the public on an item on the agenda will only be allowed during consideration of the item by the Corporation.

## **ARTICLE IX** **AD HOC COMMITTEES**

The Board of Directors shall be responsible for the structure and governance of the Corporation and is accountable for developing participant agreements, bylaws, lead agency designation, establishing protocols and informing the Corporation of legislation and administrative changes that affect the provision of services to the homeless. The Board of Directors shall select review panels, experts and consultants.

The Board of Directors will also establish committees on an as needed basis and may designate Standing and Ad Hoc Committees.

**ARTICLE X**  
**PARLIAMENTARY RULES**

**Section 1 - Conduct of Meetings**

The meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order (Revised Edition).

**ARTICLE XI**  
**AMENDING BYLAWS**

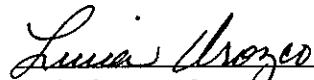
These Bylaws are subject to amendment in accordance with Robert's Rules of Order (Revised Edition). The Bylaws may be amended by a two-thirds (2/3) vote of a quorum of the Corporation's members provided that fifteen (15) days prior to the meeting, the full Corporation is notified of the language of such changes(s), and of the time, date, and place of the intended voting on such changes(s).

CERTIFICATE OF SECRETARY OF

**Kings/Tulare Continuum of Care on Homelessness, Inc., a California Nonprofit Corporation**

I hereby certify that I am the duly elected and acting Secretary of this corporation and that the foregoing Bylaws, comprising twelve (12) pages, constitute the Bylaws of this corporation as duly adopted by a simple majority of a quorum of the members at a meeting of the of the members on April 26, 2018.

Dated: April 26, 2018

  
\_\_\_\_\_  
Lucia Orozco, Secretary

Pre-Award  
 EXHIBITS F & E

**Budget Report**

<b>Passthrough Agency:</b> California Department of Housing and Community Development	<b>Report Date:</b> 10/20/2020
<b>Program:</b> 2020 ESG-CV	<b>Requested By:</b> Machael Smith
<b>Stage:</b> Pre-Award	<a href="mailto:msmith@kthomelessalliance.org">msmith@kthomelessalliance.org</a>

**Budget Items**

Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share	Type
<b>Emergency Shelter</b>										
	Project RoomKey, Kings County Round 1	Operational expenses for non-congregate shelter	1	\$241,751.00	\$241,751.00	\$241,751.00	\$0.00		\$0.00	Direct Cost
	Project RoomKey, Tulare County Round 1	Operational expenses for non-congregate shelter	1	\$765,543.00	\$765,543.00	\$765,543.00	\$0.00		\$0.00	Direct Cost
	Project RoomKey, Kings County Round 2	Operational expenses for non-congregate shelter	1	\$341,355.44	\$341,355.44	\$341,355.44	\$0.00		\$0.00	Direct Cost
	Project RoomKey, Tulare County Round 2	Operational expenses for non-congregate shelter	1	\$1,110,244.56	\$1,110,244.56	\$1,110,244.56	\$0.00		\$0.00	Direct Cost
<b>Emergency Shelter Total</b>			<b>4</b>	<b>\$ 2,458,894.00</b>	<b>\$ 2,458,894.00</b>	<b>\$ 2,458,894.00</b>	<b>0</b>		<b>\$ -</b>	
<b>Street Outreach</b>										
	Housing Navigation Round 1	Provide assessments and housing search for Project RoomKey/HomeKey	1	\$48,005.00	\$48,005.00	\$48,005.00	\$0.00		\$0.00	Direct Cost
	Hazard Pay Round 1	Hazard pay for Housing Navigators	1	\$25,495.00	\$25,495.00	\$25,495.00	\$0.00		\$0.00	Direct Cost
	Housing Navigation Round 2	Provide assessments and housing search for Project RoomKey/HomeKey	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
	Hazard Pay Round 2	Hazard pay for Housing Navigators	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
<b>Street Outreach Total</b>			<b>2</b>	<b>\$ 73,500.00</b>	<b>\$ 73,500.00</b>	<b>\$ 73,500.00</b>	<b>\$ -</b>		<b>\$ -</b>	
<b>Homelessness Prevention</b>										
	Homelessness Prevention Round 1	Housing Relocation & Stabilization Services-Financial Assistance, Short-and Medium Term Rental Assistance	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
	Homelessness Prevention Round 2	Housing Relocation & Stabilization Services-Financial Assistance, Short-and Medium Term Rental Assistance	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
<b>Homelessness Prevention Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Rapid Re-Housing</b>										
	Rapid Re-Housing Round 1	Housing Relocation & Stabilization Services-Financial Assistance, Short-and Medium Term Rental Assistance	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
	Rapid Re-Housing Round 2	Housing Relocation & Stabilization Services-Financial Assistance, Short-and Medium Term Rental Assistance	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
<b>Rapid Re-Housing Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>HMIS</b>										
	HMIS Round 1	Staffing	1	\$48,206.00	\$48,206.00	\$48,206.00	\$0.00		\$0.00	Direct Cost
	HMIS Round 2	Staffing	0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	Direct Cost
<b>HMIS Total</b>			<b>1</b>	<b>\$48,206.00</b>	<b>\$48,206.00</b>	<b>\$48,206.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Local Grant Administration</b>										

Pre-Award  
EXHIBITS F & E

	Local Grant Administration Round 1	General Management/Oversight/Coordination, Training on ESG Requirements, Consolidation Plan, Supplies	1	\$62,700.00	\$62,700.00	\$62,700.00	\$0.00		\$0.00	Direct Cost
	Local Grant Administration Round 2	General Management/Oversight/Coordination, Training on ESG Requirements, Consolidation Plan, Supplies	1	\$48,400.00	\$48,400.00	\$48,400.00	\$0.00		\$0.00	Direct Cost
<b>Local Grant Administration Total</b>			<b>2</b>	<b>\$111,100.00</b>	<b>\$111,100.00</b>	<b>\$111,100.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Other</b>										
<b>Category</b>	<b>Title</b>	<b>Description</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Extended Cost</b>	<b>Direct Cost</b>	<b>Indirect Cost</b>	<b>GL Account</b>	<b>Cost Share</b>	<b>Type</b>
<b>Other</b>										
<b>Other Total</b>			<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
<b>Grant Total</b>										
<b>Grant Total</b>			<b>9</b>	<b>\$ 2,691,700.00</b>	<b>\$ 2,691,700.00</b>	<b>\$ 2,691,700.00</b>	<b>\$ -</b>		<b>\$ -</b>	
Budget Report, Created by Machael Smith, msmith@kthomelessalliance.org, 10/20/2020										
Source: eCivis™ Portal										
<a href="http://www.ecivis.com/">http://www.ecivis.com/</a>										

# Attachment: Visalia,-Kings,-&-Tulare-Counties-Racial-Equity-Analysis-Table ESG-CV-Round-2.xlsb

EXHIBITS F & E

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This file format cannot be displayed in a PDF.

CoC Data  
 EXHIBITS F & E

Continuum of Care Outcomes by Race and Ethnicity																
Go to this link for an instructional video on how to complete this worksheet using Stella: <a href="https://www.loom.com/share/ebacf98b99f4823a9db5c32e5ee012b">https://www.loom.com/share/ebacf98b99f4823a9db5c32e5ee012b</a> [loom.com]																
Applicant Name: Kings/Tulare Continuum of CoC Name, if different: Visalia, Kings, & Tulare Counties																
Using data from Stella, please insert outcomes here from the FY18 submission:																
	Head of Households Served in Any Project Type <sup>1</sup>		Served in Shelters & Transitional Housing <sup>2</sup>		Exiting to Permanent Housing <sup>3</sup>		Days Homeless <sup>4</sup>		Accessing Permanent Supportive Housing <sup>5</sup>		Returns to Homelessness <sup>6</sup>		Other Measure:		Other Measure:	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
<b>Total</b>	1,667	100%	1,319	100%	393	100%	1,511	100%	172	100%	20	100%		#DIV/0!		#DIV/0!
<b>White, Non-Hispanic/Non-Latino</b>	696	42%	536	41%	164	42%	616	41%	90	52%	14	70%		#DIV/0!		#DIV/0!
<b>White, Hispanic/Latino</b>	662	40%	547	41%	149	38%	613	41%	51	30%	4	20%		#DIV/0!		#DIV/0!
<b>Black or African American</b>	191	11%	148	11%	46	12%	175	12%	18	10%	0	0%		#DIV/0!		#DIV/0!
<b>Asian</b>	21	1%	20	2%	9	2%	21	1%	0	0%	0	0%		#DIV/0!		#DIV/0!
<b>American Indian or Alaska Native</b>	57	3%	42	3%	16	4%	51	3%	6	3%	1	5%		#DIV/0!		#DIV/0!
<b>Native Hawaiian/Other Pacific Islander</b>	13	1%	7	1%	4	1%	11	1%	2	1%	0	0%		#DIV/0!		#DIV/0!
<b>Multiple Races</b>	25	1%	18	1%	5	1%	22	1%	4	2%	1	5%		#DIV/0!		#DIV/0!
<b>Unknown</b>	2	0%	1	0%	0	0%	2	0%	1	1%	0	0%		#DIV/0!		#DIV/0!



Instructions  
EXHIBITS F & E

		Data will be retrieved from Stella, HUD's LSA strategy and analysis tool.		
		Data will be from the official LSA submission for 2018, with the report period of 10/1/17 - 9/30/2018.		
		How to "Stellavise" your data can be found on the HUD Exchange here: <a href="https://www.hudexchange.info/resource/5829/preparing-lsa-files-for-stella-p/">https://www.hudexchange.info/resource/5829/preparing-lsa-files-for-stella-p/</a>		
		Stella can be accessed through HDX2.0 here: <a href="https://hudhdx2.info/login">https://hudhdx2.info/login</a>		
		If you do not have an account, click the "Create an Account" button on the top right and complete the form.		
		The person in your community with HDX write access will have to give you permission to view the CoCs Stella data - they will be notified when you create your account.		
		If you don't know who has that access, please reach out to your HMIS lead to find out: <a href="https://www.hudexchange.info/grantees/contacts/">https://www.hudexchange.info/grantees/contacts/</a>		
		Additional measures may be included for additional context, but are not required. Examples: Street Outreach, Coordinated Entry, Diversion, etc.		
		The table below corresponds to the table in the "CoC Data" tab, and shows where you will retrieve the data in Stella.		
	<b>Tab</b>	<b>Filter(s)</b>	<b>Chart</b>	<b>Notes</b>
<b>1</b>	Demographics - Overview	All Households - Served in Any Project Type	Race and Ethnicity of HoH and Adults	Use the number in bold for the total, and use the other numbers to complete the chart
<b>2</b>	Demographics - Overview	All Households - Served in shelter and transitional housing	Race and Ethnicity of HoH and Adults	Use the number in bold for the total, and use the other numbers to complete the chart
<b>3</b>	Exits - By Population Group	All Households - Permanent	Exits by Population Group	Enter the numbers on the far right of the chart, and record the "All Exiting HH" number for the total.
<b>4</b>	Days Homeless - By Population Group	All Households	Days Homeless by Population Group	Enter the numbers on the far right of the chart, and record the "All Exiting HH" number for the total.
<b>5</b>	Demographics - Overview	All Households - Served in permanent supportive housing	Race and Ethnicity of HoH and Adults	Use the number in bold for the total, and use the other numbers to complete the chart.
<b>6</b>	Returns - By Population Group	HH that exited in the 1st 6mo of the Reporting Period - All Households - Permanent	Returns by Population Group	Enter the numbers on the far right of the chart, and record the "All Exiting HH" number for the total.

EXHIBITS F & E



**Chaz Felix, J.D., M.P.H. &  
Kate Bourne, M.P.H., CHES**

Tulare County Health & Human  
Services Agency



# FOREWORD

EXHIBITS F &amp; E

Homelessness affects communities throughout the country. However, the impact of homelessness is greater within racial minority groups. On the national level, African Americans, American Indians/Alaska Natives, Native Hawaiians and Pacific Islanders, and non-white Hispanics all comprise a greater share of the homeless population compared to their share of the overall population.

This report is intended to examine the existence and implications of racial disparities within the Tulare County homeless system. Part I describes general population demographics within Tulare County, and Part II examines the implications of race within the local homeless system using the 2017 Point-in-Time (PIT) count and Homeless Management Information System (HMIS) data. The report concludes with recommendations for further research and exploration.

This report is in furtherance of ongoing Agency efforts to promote racial equity throughout the community, including recent training received through the Government Alliance on Race and Equity.

Lastly, the authors would like to acknowledge Machael Smith of the Kings/Tulare Homeless Alliance and Lucia Orozco from Kings United Way for their thoughtful assistance, collaboration, and contribution to this report.



# EXECUTIVE SUMMARY

EXHIBITS F &amp; E

## Some racial minority groups were overrepresented within the homeless population.

2017 data reveals that some racial minorities were overrepresented within the local homeless population. Most strikingly, African Americans comprised six times the share of the homeless population compared to their share of the general population. As a whole, however, racial and ethnic minorities comprised a smaller share of the homeless population than of the general county population.

## Racial minority groups were not underserved by the local homeless system.

A comparison of the 2017 HMIS and local population data failed to reveal significant racial disparities in services delivered to the local homeless population. The Hispanic/Latino (all races) population received a near equivalent share of local homeless services compared to their overall share of the homeless population in 2017 (46% and 44%, respectively). Other racial groups comprised an even larger share of homeless services delivered compared to their share of the overall local homeless population. African Americans, for example, received 11% of homeless services in 2017, but constituted 7% of the local homeless population.

## Housing allocations varied little by race and ethnicity.

Individuals in the local homeless system were allocated to permanent housing projects at comparable rates. Hispanic/Latino (all races), Whites, and African Americans (non Hispanic/Latino) were enrolled in approximately half the number of permanent housing projects compared to temporary housing projects.

## Further data is needed to supplement findings.

The findings in this report are based primarily on the 2017 PIT count and data pulled from programs within HMIS over the 2017 calendar year. Stakeholders interested in further supplementing these findings should look to collect and analyze data on homeless system processes, and how homelessness is actually “experienced” by racial and ethnic minority groups.



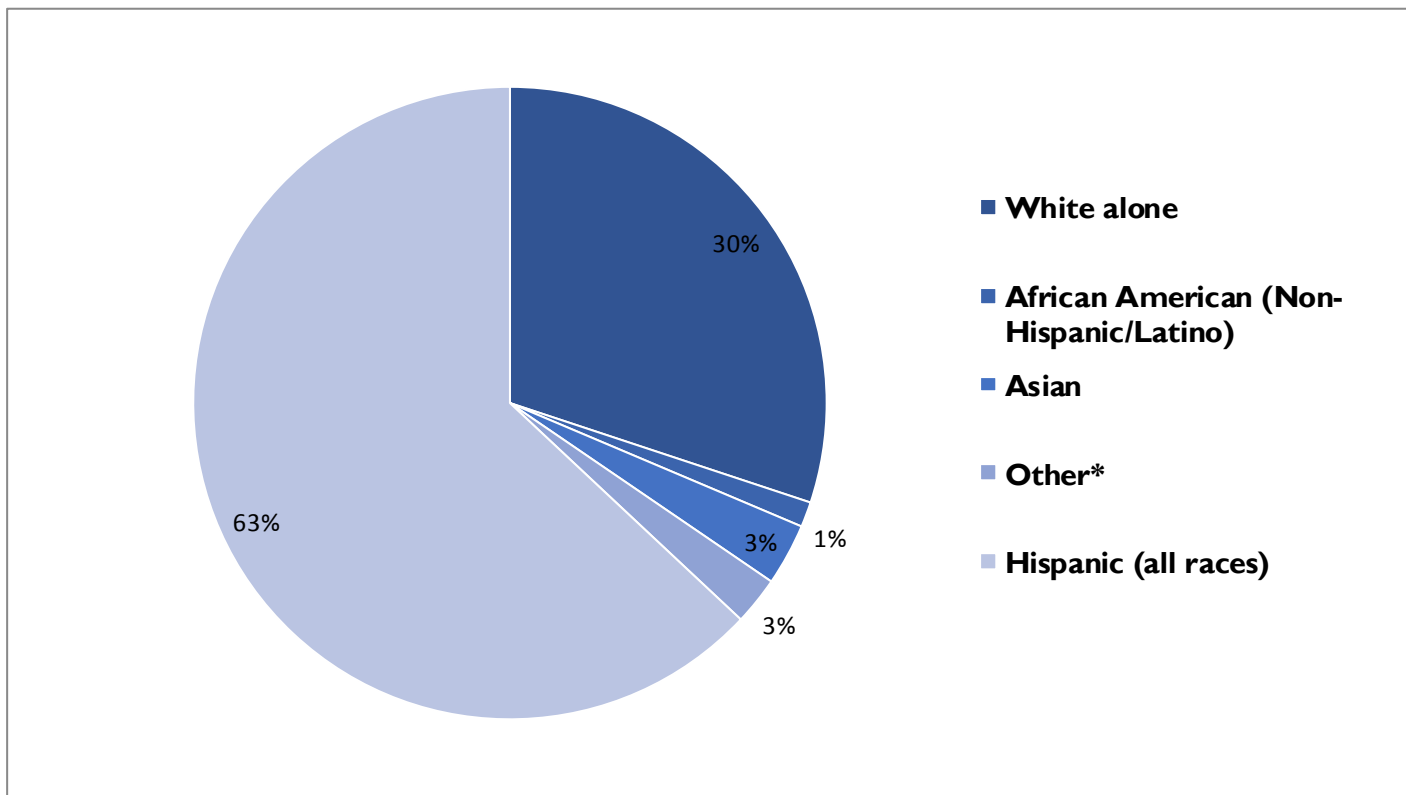
EXHIBITS F & E



## Part I - Local Population

**TULARE COUNTY'S** population is firmly rooted in its agrarian legacy. A perennial top producer of agricultural commodities, Tulare County has long attracted industry laborers from a wide range of locations. Since the 20th century, consistent emigration from Latin American countries has resulted in a countywide population that is relatively young and ethnically diverse.

**FIGURE I - 2016 TULARE COUNTY RACIAL STRUCTURE**



\* Includes Native American, Native Hawaiian, and Two or More races.

**Source**– American Community Survey, 2012-2016 5-Year Demographic and Housing Estimates, Tulare County, CA.

**FIGURE 2 - 2016 TULARE COUNTY ETHNIC COMPOSITION**

Ethnicity	Count	Percentage
Hispanic/Latino	287,144	63%
Non-Hispanic/Latino	168,625	37%

Census projections indicate there are 464,493 people within the 4,839 square miles that make up Tulare County <sup>1</sup>. Over 63% of the population is Hispanic and 30% of the population is White alone. Other minorities constitute 7% of the population.

While racial and ethnic diversity is widespread in Tulare County, on the other hand, poverty, food insecurity, and other economic difficulties are frequently concentrated in racially homogenous communities. A disproportionate number of minority groups live in low income households, with over a third of the Hispanic, African American, and Native American populations living below the poverty level <sup>2</sup>. These numbers exceed the population proportions in the United States overall.

These economic vulnerabilities are not unique to minority communities in Tulare County. Throughout the country, racial and ethnic minority communities experience higher rates of poverty, food insecurity, and unemployment rates<sup>3</sup>, ultimately contributing to adverse social outcomes.

Few examples make clearer the social burdens within minority communities than the current state of homelessness in the United States. Research for decades suggests a strong link between race and homelessness<sup>4</sup>. Currently, 13% of the country's general population is African American, yet they comprise 41% of the homeless population<sup>5</sup>. Similar disparities are found in other racial and ethnic minority groups, including Native Americans, Native Hawaiians and Pacific Islanders.

Today, homelessness continues to present a tremendous economic and moral cost in communities throughout the country. Policy makers are confronted with a watershed moment

***Currently, 13% of the country's general population is African American, yet they comprise 41% of the homeless population.***

in rectifying broken systems before irreparable social damage occurs<sup>5</sup>. In recognition of the role that public institutions and systems have contributed to social inequities, institutions are now expected to proactively assess and mitigate the impacts of dysfunctional systems<sup>6</sup>. In furtherance of these efforts, the following section details the role of race and ethnicity within the local homeless system.





EXHIBITS F & E



## Part II - Race & Ethnicity in the Local Homeless System

## **THE clearest examples of social inequity**

are often found in homeless systems across the country. To further examine this topic locally, county-specific homeless data was collected from 2017. According to the 2017 PIT count, nearly half (44%) of counted individuals identified as Hispanic/Latino (all races). Non-Hispanic/Latino African Americans comprised 6% of the count, with Asians comprising 1% of the total count. Individuals identifying as white alone comprised 44% of the total count. A summary of the results can be found in Appendix IV.

For some groups, the extent of racial inequity manifested in the local homeless system grossly exceeds national averages. For example, African Americans comprise a share of the homeless population that is three times their share of the total national population. However, in Tulare County, this figure is nearly doubled.

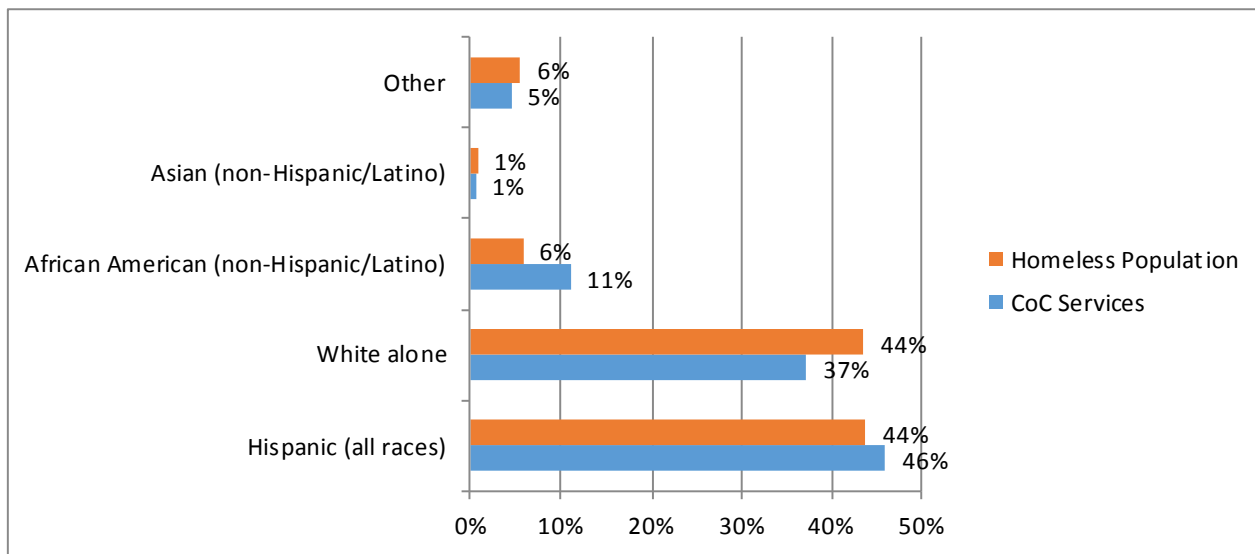
Nevertheless, racial and ethnic minorities comprise a smaller share of the homeless population than of the general population, primarily due to Hispanic/Latino groups being significantly underrepresented among the homeless population.

***... African Americans comprise a share of the homeless population that is three times their share of the total national population.***

***However, in Tulare County, this figure is nearly doubled.***

No consistent trend of disparities was found when comparing the local homeless population to overall number of homeless services provided in 2017. As described in Figure 3 below, both Hispanic/Latino (all races) and non-Hispanic/Latino African Americans received a greater share of total homeless services than their respective share of the total local homeless population (46% versus 44% for Hispanic/Latinos, and 11% versus 6% for non-Hispanic/Latino African Americans). Conversely, those identifying as white alone received 37% of continuum of care (CoC) services while comprising 44% of the local homeless population.

**FIGURE 3 - 2017 SHARE OF COUNTY HOMELESS POPULATION AND 2017 COC HOMELESS SERVICES PROVIDED**



In any event, this figure does not reveal a complete picture of equity within the distribution of homeless services. Service type and quality are also important considerations when viewing distribution of homeless services through an equity lens. The following pages take a closer look at services delivered locally by type across racial and ethnic groups.



EXHIBITS F & E

Generally speaking, the ultimate goal of a homeless continuum of care is to help individuals achieve long-term housing stability. A local homeless system may perpetuate racial disparities if permanent housing opportunities are not equitably allocated. The table below describes the distribution of housing opportunities within the CoC by race in 2017.

	Permanent Housing Projects	Temporary Housing Projects	Housing Permanence Ratio
<b>Hispanic/Latino (all races)</b>	321	619	0.52
<b>White alone</b>	254	495	0.51
<b>African American (non Hispanic/Latino)</b>	92	170	0.54
<b>Asian</b>	11	8	1.38
<b>Other*</b>	16	47	0.34

**Note** - Permanent Housing Projects are include Permanent Supportive Housing and Rapid Rehousing projects. Temporary Housing Projects include Emergency Shelter and Transitional Housing projects.

\* Includes Native American, Native Hawaiian, and Two or More races.

Overall, distribution of permanent housing opportunities was found to be relatively even across race. Hispanic/Latino (all races), White alone, and African American (non Hispanic/Latino) groups all had approximately half the number of individuals in permanent housing projects than temporary housing projects. While Asian clients were the only group enrolled in more permanent housing projects than temporary housing projects, this ratio might be attributed to the relatively small sample size of the group.



EXHIBITS F & E

An often undervalued asset in moving individuals out of homelessness rapidly is implementation of an effective outreach strategy. Outreach workers connect with homeless individuals, and help facilitate the path toward housing permanency. Consequently, equitable outreach efforts should generally reflect the underlying composition of the local population. The table below compares outreach efforts in Tulare County to racial population characteristics in 2017.

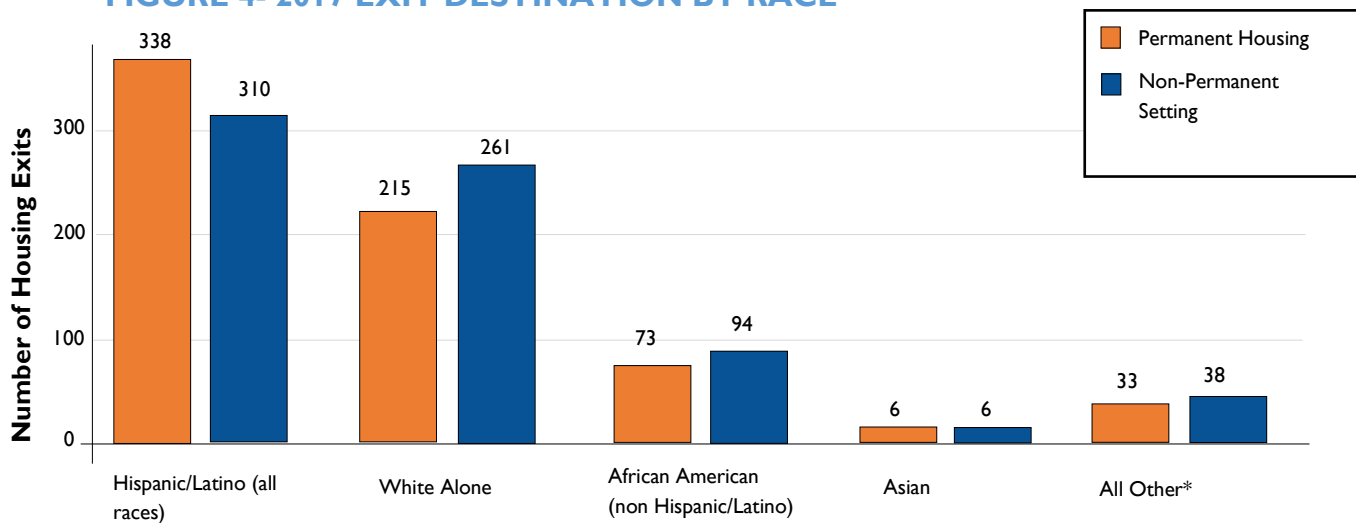
	Share of CoC Services	Share of Outreach Project Enrollees	Difference
<b>Hispanic/Latino (all races)</b>	46%	38%	-8%
<b>White alone</b>	37%	47%	10%
<b>African American (non Hispanic/Latino)</b>	11%	9%	-2%
<b>Asian</b>	8%	1%	-7%
<b>Other*</b>	5%	6%	1%

\* Includes Native American, Native Hawaiian, and Two or More races.

The three major racial minority groups in Tulare County were all enrolled in a lesser share of outreach projects when compared to their share of the local CoC services. Hispanic/Latino individuals of all races were subject to a particularly large disparity in outreach project participation, as this group’s share of the local CoC services is eight points higher than their share of street outreach project enrollments. On the other hand, the opposite trend was found for non-minority groups; whites were enrolled in a greater share of outreach projects compared to their share of the total local CoC services.

Ultimately, housing systems promoting racial and ethnic equity should achieve housing outcomes that reflect the needs and composition of the local population. From an equity perspective, exits to permanent housing - a benchmark of a functioning CoC - should not disproportionately favor any population demographic. The following figure shows how all exit destinations varied across racial and ethnic categories in 2017.

**FIGURE 4- 2017 EXIT DESTINATION BY RACE**



**Note-** “Permanent Housing” includes HOPWA Permanent Housing, rentals, housing owned by client, nursing homes, or staying or living with family or friends permanently, “Non-Permanent Setting” includes emergency shelter, foster care, hospitals, hotels or motels, jail or juvenile detention, HOPWA temporary housing, safe havens, transitional housing, substance abuse treatment, halfway houses, or staying or living with friends or family temporarily.

\* Includes Native American, Native Hawaiian, and Two or More races.

Overall, data from 2017 shows little signs of racial disparities in the allocation of permanent housing exit destinations. Non-Hispanic/Latino African Americans exit to nearly 30% more non-permanent settings than permanent settings. On the other hand, those identifying as White alone similarly exit to a greater number of non-permanent settings than permanent settings (261 compared to 215, respectively). Hispanic/Latino groups of all races fared the best, exiting to almost 10% more permanent housing settings than non-permanent settings.



This report provides insight into role that race and ethnicity play in the local homeless system. As seen in jurisdictions across the country, some race and ethnic disparities exist within the local homeless population and CoC. However, understanding the true nature of the social, cultural, and economic dynamics underlying these findings far exceeds the scope of this paper. Nevertheless, these findings warrant further exploration of the topic, captured in the following set of recommendations.

## **I. ENSURE STREET OUTREACH EFFORTS ARE TAILORED TO UNDERLYING POPULATION DEMOGRAPHICS**

White individuals were enrolled in street outreach projects at a greater figure than most non-white individuals when compared to corresponding share of the HMIS client base in 2017.

Homeless outreach is most effective when tailored to the background of an individual experiencing homelessness. Given the observed disparity in street outreach project enrollment, service providers may consider assessing outreach approaches to improve efforts to reach all racial and ethnic groups.

## **II. INVESTIGATE THE ROLE OF ETHNICITY AS A PROTECTIVE FACTOR AMONG THE HISPANIC/LATINO COMMUNITY**

Hispanic/Latino communities in Tulare County fared substantially better than other racial and ethnic groups in several of the measures discussed in this paper, including exits to permanent settings. This trend has been observed in other regions as well<sup>8</sup>. Investigators may consider looking into the effect of ethnicity as a protective factor from homelessness. This insight may help stakeholders develop approaches that leverage social characteristics to more effectively prevent and respond to homelessness.

### **III. EXPLORE POTENTIAL HOMELESS SYSTEM DYNAMICS ADVERSELY IMPACTING THE AFRICAN AMERICAN COMMUNITY**

When compared to other racial and ethnic minority groups, the African American homeless community scored consistently low across nearly all measures discussed in this report. Further investigation is needed to determine the nature and extent that the local homeless system has on perpetuating these observed inequities. Correcting faulty system mechanisms is an integral step in the process for addressing institutionalized racial and ethnic disparities.

### **IV. SYSTEMATICALLY IMPROVE EFFORTS TO COLLECT AND ANALYZE RACIAL AND ETHNIC DATA**

This report represents only one year of data collected from the local homeless management information system and PIT count. To further understand the true relationship between race and the local homeless system, service providers and other stakeholders should regularly collect new measures on race, ethnicity, and homelessness from a wide range sources (e.g. interviews, develop new questions on program intake forms, etc.). Additionally, the coordinated entry system (e.g. procedures and implementation of procedures) should be assessed in order to better understand how homelessness is “experienced” among racial and ethnic groups. Comprehensive data collection and analysis can provide a rich layer of information that can inform programs and responses that better meet to the unique needs of diverse homeless communities throughout Tulare County.





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EXHIBITS F &amp; E

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8. Jones, M. M. Does Race Matter in Addressing Homelessness? A Review of the Literature. *World Med Health Policy*, 139-156. 2016.

# Appendix I

EXHIBITS F &amp; E

## 2017 HMIS COUNT OF CLIENT BY RACE/ETHNICITY

<b>Hispanic/Latino</b>	<b>2127</b>
American Indian or Alaska Native	68
Asian	14
Black or African American	45
Two or More	45
Native Hawaiian or Other Pacific Islander	11
White	1944
<b>Non-Hispanic/Latino</b>	<b>2482</b>
American Indian or Alaska Native	90
Asian	35
Black or African American	512
Two or More	106
Native Hawaiian or Other Pacific Islander	20
White	1719
<b>Total</b>	<b>4609</b>

# Appendix II

EXHIBITS F &amp; E

## 2017 CoC Project Type by Race

	Emergency Shelter	Homeless Prevention	Permanent Supportive Housing*	Rapid Re-housing	Housing with Services	Services Only	Street Outreach	Transitional Housing	Total
<b>Hispanic/Latino</b>	524	97	61	260	7	932	151	95	2127
<b>White Alone</b>	396	62	79	175	14	709	185	99	1719
<b>African American (non-Hispanic/Latino)</b>	156	28	17	75	1	184	37	14	512
<b>Asian</b>	6	0	2	9	0	14	2	2	35
<b>Native American</b>	17	1	2	10	1	41	11	7	90
<b>Native Hawaiian</b>	2	4	1	4	0	7	0	2	20
<b>Two or More</b>	18	1	2	12	3	58	11	1	106

\*Disability required for entry

# Appendix III

EXHIBITS F &amp; E

## 2017 CoC Client Exit Destination by Race

	Emergency Shelter	Foster Care	Hospital	Hotel/ Motel no voucher	Jail/ Juvenile detention	Nursing Home	HOPWA* Permanent Housing	HOPWA Temporary Housing	Owned by client, no subsidy
<b>Hispanic/ Latino</b>	29	0	1	19	8	0	2	1	2
<b>White Alone</b>	25	3	4	11	10	1	0	0	7
<b>African American (non- Hispanic/</b>	21	0	0	6	3	0	0	0	2
<b>Asian</b>	2	0	0	0	0	0	0	0	0
<b>Native</b>	4	0	0	1	1	1	0	0	0
<b>Native</b>	0	0	0	0	0	0	0	0	0
<b>Two or More</b>	6	2	2	1	0	0	0	0	0

\*HOPWA- Housing Opportunities for Persons with AIDS program.

# Appendix III continued

EXHIBITS F & E

## 2017 CoC Client Exit Destination by Race

	Owned by client with subsidy	Permanent housing (other than RRH <sup>†</sup> )	Place not meant for habitation	Psychiatric hospital	Rental by client with RRH or equivalent subsidy	Rental by client, no subsidy	Rental by client, other ongoing subsidy	Rental by client, VASH <sup>‡</sup> subsidy	Residential project or halfway house
<b>Hispanic/</b>	1	4	95	1	5	146	30	14	1
<b>White Alone</b>	2	2	100	3	3	120	13	10	1
<b>African American (non-Hispanic/</b>	0	1	21	1	1	37	15	3	0
<b>Asian</b>	0	0	1	0	0	2	1	0	0
<b>Native</b>	0	1	10	0	0	4	1	2	0
<b>Native</b>	0	0	2	0	0	5	0	0	0
<b>Two or More</b>	0	0	3	0	0	4	0	0	0

† RRH– Rapid Re-Housing

‡ VASH– Veterans Affairs Supportive Housing

EXHIBITS F & E

# Appendix III continued

## 2017 CoC Client Exit Destination by Race

	Safe haven	Staying with family permanently	Staying with family temporarily	Staying with friends permanently	Staying with friends temporarily	Substance abuse treatment	Transitional housing facility	Total
Hispanic/	3	106	85	28	56	9	5	650
White Alone	2	44	44	13	53	4	1	476
African American (non-Hispanic/Latino)	1	11	25	3	14	1	1	167
Asian	0	2	1	1	2	0	0	12
Native American	0	3	0	2	1	1	0	32
Native Hawaiian	0	1	0	2	0	0	0	10
Two or More	0	7	0	0	0	0	0	25

# Appendix IV

EXHIBITS F & E

## 2017 Tulare County PIT Count By Race<sup>†</sup>

Race	Count	Percentage
Hispanic/Latino (all races)	291	44%
White alone	289	44%
African American (non-Hispanic/Latino)	39	6%
Asian	6	1%
Other*	37	6%

<sup>†</sup> Data excludes cases in which the client didn't know race, the client refused to identify race, and/or the data was not collected

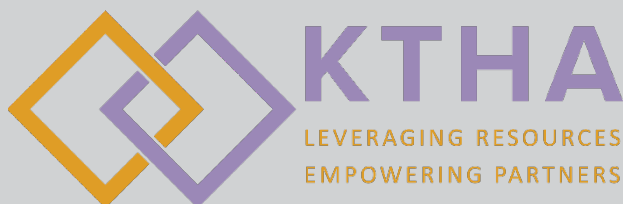
\* Includes Native American, Native Hawaiian, and Two or More races.



# INTEGRATED POOL FOR HOMELESS INITIATIVES LOCALLY

**Notice of Funding Availability**

May 27, 2020





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## FUNDS AVAILABLE

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This PHIL NOFA is comprised of funds from the [California Emergency Solutions and Housing \(CESH\) Program](#) and the [Emergency Solutions Grant \(ESG\) Program](#). While funds from each program will be recommended and/or funded through this single NOFA, funding is subject to state and federal program requirements for each individual program. Consequently, applicants are strongly advised to read the individual program requirements outlined in each of the following sections.

FUNDING SOURCE	AMOUNT AVAILABLE	SEE SECTION
California Emergency Solutions and Housing (CESH)	\$165,662.10	I
Emergency Solutions Grant (ESG)	\$378,591.00	II

## APPLICATION DUE DATES

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<b>May 27, 2020</b>	<b>NOFA Released</b>
<b>June 17, 2020</b>	<b>APPLICATION SUBMITTAL DEADLINE FOR RATING &amp; RANKING</b> Send via email to <a href="mailto:lfisher@kthomelessalliance.org">lfisher@kthomelessalliance.org</a> by the submittal deadline.
<b>June 25, 2020</b>	<b>PRELIMINARY AWARD ANNOUNCEMENT</b> The results of Rating & Ranking will be disseminated via listserv and posted on the Alliance website.
<b>June 26, 2020</b> 5:00 pm	<b>NOTICE OF INTENT TO APPEAL DUE</b> Any agency seeking to appeal must submit a notice via email to <a href="mailto:msmith@kthomelessalliance.org">msmith@kthomelessalliance.org</a> .
<b>June 29, 2020</b> 12:00 pm	<b>APPEALS DUE</b> All appeals must be submitted via email to <a href="mailto:msmith@kthomelessalliance.org">msmith@kthomelessalliance.org</a> .
<b>July 1, 2020</b>	<b>AWARD/RECOMMENDATIONS FINALIZED BY ALLIANCE BOARD</b>
<b>July 10, 2020</b>	<b>[ESG ONLY]</b> <b>SUBMITTALS DUE TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD) PER NOFA REQUIREMENTS</b> <ul style="list-style-type: none"><li>▪ CoC Recommendation Package</li><li>▪ Recommended Non-Competitive Balance of State Applications</li><li>▪ Recommended Competitive Balance of State Project Applications</li></ul>

# INTRODUCTION

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## Overview

The Kings/Tulare Homeless Alliance is pleased to announce the inaugural Integrated Pool for Homeless Initiatives Locally (PHIL). PHIL makes available funds from a number of sources to support programs and services for people experiencing or at-risk of homelessness within the bi-county region.

The purpose of an integrated approach is to allow for applicants to easily access a range of sources for funding in order to build more robust and comprehensive homeless and housing projects. Federal and state priorities highlight the need to coordinate and align opportunities and resources in order to create more meaningful and impactful projects. PHIL advances this objective by encouraging applicants to conceptualize projects that integrate funding sources, project components, and community partners that can better serve the needs of individuals experiencing homelessness and the bi-county region.

Specific program requirements are provided in the specific grant sections that follow.

## General Requirements

All grant recipients will be required to comply with the following:

### *Coordinated Entry System (CES)*

CES is a process developed to ensure that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed for, referred, and connected to housing and assistance based on their strengths and needs.

### *Homeless Management Information System (HMIS)*

HMIS is a bi-county data management tool designed to facilitate data collection on programs serving homeless individuals and families in order to improve human service delivery throughout region. Participation in HMIS is required of all agencies receiving funding through this program.

### *Racial Equity*

Racial minorities comprise a disproportionate share of the total homeless population. In an effort to promote equity within the local homeless system, awarded applicants will be required to attend a Racial Equity 101 training provided by a partner agency.

## Project Scoring

The Alliance will assign a unique rank to each project submitted for PHIL funding. Each project will be comprehensively reviewed using the scoring criteria and selection priorities below, to determine the extent to which each project fulfills the requirements of funding sources, and contributes to improving system performance. Funds for projects that do not meet threshold or are determined to be underperforming,

EXHIBITS F & E

obsolete, or ineffective will be reallocated to new projects that meet a community priority and contribute to improving system performance.

A. Threshold Review

A preliminary, quantitative review of each application submitted will be completed by the Alliance. This review will:

- Confirm that application was submitted on time
- Confirm that all required attachments were submitted
- Confirm that the application meets the following threshold factors:
  - Project policies are compliant and aligned with Housing First
  - Project participates in Coordinated Entry and HMIS (or has a plan to if a new project)
  - Match requirement met

B. Contribution to System Performance

One of the most important factors in the local scoring process will be a review of a project's contribution to the improvement of overall system performance. Annual Performance Reports, HMIS data and other measurement tools will be reviewed carefully to ensure that all projects recommended for funding contribute to the improvement of system performance.

All complete, timely, and eligible applications will be scored by the PHIL Rating and Ranking Committee, using the scoring criteria located in the Appendix.

Applications received within 24 hours after the due date/time will receive a 5-point score reduction. Late submissions received between 24-48 hours after the due date/time will receive a 10-point score reduction. Late submissions received later than 48 hours after the due date/time will receive 0-points for the local competition. It is the applicant's responsibility to ensure documents are delivered and received on time.

Total scores for each project are determined by adding up points in each section and then adding any bonus points, if applicable.

Once the committee completes the rating and ranking, the committee may consider the Alliance's priorities, whether the initial scoring is likely to result in any critical service gaps, whether grantees have a history of failing to maximize grant funding for homeless and housing programs, and may make adjustments to budgets and produce the final ranking of projects to be included in the collaborative application. The recommendation of the Rating & Ranking Committee will go to the Alliance's Board of Directors review and final approval.

Applicants will be notified in writing no later than June 25, 2020 of whether they will be recommended for funding through PHIL. This information will also be posted on the Alliance website at [www.kthomelessalliance.org](http://www.kthomelessalliance.org) no later than 5:00 pm on June 25, 2020.

## **Rating and Ranking Committee**

The Alliance recruits qualified, non-conflicted Rating & Ranking Committee members who are knowledgeable about homelessness and housing in the area and who are broadly representative of the relevant sectors, subpopulations, and geographic areas. The Rating & Ranking Committee will be composed of representatives from a cross-section of groups which might include: Faith-based and non-profit providers of homeless services and housing; housing developers; city representatives; Kings and Tulare County employees; mental health; substance abuse; veteran's services; and consumers.

Complete guidelines regarding the policies and selection process of Rating and Ranking Members can be found in the Alliance's Policy and Procedure Manual located on the Alliance's website at [www.kthomelessalliance.org](http://www.kthomelessalliance.org).

## **Appeals Process**

If an applicant organization feels it has been unfairly eliminated from either the local or the federal competition, that a decision made by the Rating and Raking Committee regarding the ranking, rejection, or funding of their project was prejudicial, unsubstantiated by project performance, or in violation of the Rating & Ranking policies, the applying lead agency and sponsor if any may file an appeal according to the process outlined in the [Alliance's Policy and Procedures Manual](#).

Any agency desiring to appeal must adhere to the included timeline. All appeals must be based on the information submitted by the application due date. No new or additional information will be considered. Failure to meet a deadline in the timeline voids the appeal.

## **Using all Available Funds**

If there are a lack of eligible project applications compared to the amount of funding available, additional project applications will be sought from the community. The Alliance will send out a public announcement of undersubscribed funds through its listserv, posting on the website, and sending out via social media portals.

# SECTION I: CESH

---

## CALIFORNIA EMERGENCY SOLUTIONS & HOUSING PROGRAM (CESH)

### Introduction

The California Department of Housing and Community Development, through the California Emergency Solutions and Housing Program (CESH), has made one-time funding available to provide grants to assist persons who are currently experiencing homelessness or are at risk of homelessness. The CESH program is funded from a portion of the third and fourth quarters of revenue deposited in the Building Homes and Jobs Act Trust Fund (Fund) created by the Building Homes and Jobs Act (Chapter 364, Statutes of 2017). The use of CESH funds is governed by policies set by the State of California Housing and Community Development Department through [SB 850](#).

### Program Requirements

Eligible uses of CESH funding include rental assistance, housing relocation and stabilization services; operating subsidies; flexible housing subsidy funds; operating support for emergency housing interventions; systems support; and development of a homeless plan. Refer to the [CESH Notice of Funding Availability](#) (NOFA) for a complete description of eligible uses.

Direct service activities must be carried out in accordance with the federal regulations outlined below and the local Coordinated Entry System written standards, [Every Door Open](#).

Component Type	Regulation
Navigation Centers	<a href="#">24 CFR 576.102</a>
Housing Location/ Stabilization Services	<a href="#">24 CFR 576.105</a>
Homelessness Prevention	<a href="#">24 CFR 576.103</a>

Component Type	Regulation
Rental Assistance	<a href="#">24 CFR 576.106</a>
Housing Search and Placement	<a href="#">24 CFR 576.105(1)</a>

### Amount Available

CESH funding in the amount of \$165,662.10 is available to be awarded to recipients within the Kings/Tulare bi-county region. Grant terms can be for a period of up to two years. Funds will be distributed on a cost reimbursement basis.

Region	Total Amount Available
Kings County	\$99,397.10
Tulare County	\$66,265.00
<b>Total Available</b>	<b>\$165,662.10</b>



## Funding Priorities

The Alliance facilitated a local planning process to incorporate input from cities, counties, service providers, health care professionals, law enforcement, faith-based organizations, and stakeholders to establish local priorities.

For projects operating in Kings County, the priorities are:

- Homeless Prevention/Diversion
- Housing Support Center

For projects operating in Tulare County, the priorities are:

- Navigation Center/Bridge Housing
- Homeless Prevention/Diversion

In addition to meeting one of the identified housing priorities in the table below, all projects seeking funding must:

Maximize the use of mainstream benefits, including:

- Coordinate with existing mainstream resources to enroll participants in eligible programs and connect them to community-based services
- Actively enroll participants in healthcare and/or assist participants in understanding and accessing expanded services available through the Affordable Care Act changes
- Secure funding for services through mainstream resource programs and other partnerships

Work to remove barriers to local resources by:

- Prioritizing those most in need of services through the use of the VI-SPDAT and Housing Priority List
- Actively participating in Every Door Open, the Kings/Tulare coordinated assessment system
- Working to reduce the number of people exiting for unknown reasons or negative reasons

## Application Instructions

A total of two PDFs and one Excel file should be sent via email to [lfisher@kthomelessalliance.org](mailto:lfisher@kthomelessalliance.org) by the submittal deadline. You will receive an email receipt for your submission. If a receipt is not received within two (2) business days of submission, you must follow up to ensure you receive a submission receipt. The requirements for each PDF are as follows:

Submit **one PDF** of the following items **per project**, with a table of contents and each item separated by a title page:

- [PHIL Application](#)
- Project Policies and Procedures
- Match letters, or letter indicating when you expect to receive match documentation (if required)
- Budget Narrative (required template located in PHIL Budget Workbook)

Submit **one Excel workbook** of the following **per project**:

- [PHIL Budget Workbook](#)

EXHIBITS F & E

Submit **one PDF** of the following items **per agency**, with a table of contents and each item separated by a title page:

- Most recent Audit or, if agency under government threshold, most recent 990
- Agency budget
- Articles of Incorporation and Bylaws, if not on file with the Alliance
- 501c3 Determination Letter, if not on file with the Alliance
- Organization chart
- Board of director's roster
- Executed Alliance Partnership Agreement

In the body of the email, please include the name and phone number for the contact person that will be available for Rating & Ranking questions. This person should be knowledgeable about your agency and project application(s).

# **SECTION II: EMERGENCY SOLUTIONS GRANT PROGRAM (ESG)**

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## EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

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### Introduction

The State of California Department of Housing and Community Development (HCD) [Emergency Solutions Grant \(ESG\)](#) program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents; (5) rapidly re-house homeless individuals and families; and (6) prevent families and individuals from becoming homeless.

This NOFA is for HCD Federal ESG funding only. For non-entitlement areas such as Kings and Tulare Counties, the ESG program will be administered by HCD under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act through the Balance of State (BoS) Allocation.

### Program Requirements

It is the responsibility of each applicant applying for ESG funding to become familiar with the HUD ESG regulations (Federal register Vol. 76, No. 233, Dated Monday, December 5, 2011). These regulations can be found on the HUD Exchange web site at <https://www.hudexchange.info/resource/1927/hearth-esg-program-and-consolidated-plan-conforming-amendments/>. In addition to Federal regulations, applicants must familiarize themselves with the State ESG regulations which can be found at <http://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>. Direct service activities must also follow the local coordinated entry system written standards, [Every Door Open](#).

### Amount Available

The total available is estimated at \$378,591 for this funding opportunity. Applicants in the Kings and Tulare County service area may apply for projects in the Noncompetitive Rapid Rehousing Set-Aside and/or Regional Competition as described below. At least 50% of the available funding must be spent on Rapid Re-Housing projects. The remaining 50% may be spent on Emergency Shelter, Rapid Re-Housing, or Street Outreach projects.

#### A. Noncompetitive Rapid Rehousing Set-Aside

Approximately \$189,296 will be available through the Noncompetitive Rapid Rehousing Set-Aside. Within this allocation pool, the Alliance will select up to three projects to receive these funds. These funds are exclusively for Rapid Rehousing (RR) projects. HCD will administer these contracts directly with providers. The minimum amount for grants is \$75,000 and maximum is \$189,296.

#### B. Regional Competition

Remaining funds within the BoS Allocation will be divided into three regional allocations pursuant to 8404 (a) (3). Projects within the Kings and Tulare County service area will compete for funding through the Central and Imperial Valley Region of the HCD Regional Competition. The Alliance will recommend

up to three projects to compete for funds in the regional competition. The minimum amount for grants is \$75,000 and maximum is \$200,000.

## Funding Priorities

The Kings/Tulare Homeless Alliance has established the following local housing priorities for Emergency Solutions Grant funding. In addition to meeting one of the identified housing priorities in the table below, all projects seeking funding must:

Maximize the use of mainstream benefits, including:

- Coordinate with existing mainstream resources to enroll participants in eligible programs and connect them to community-based services
- Actively enroll participants in healthcare and/or assist participants in understanding and accessing expanded services available through the Affordable Care Act changes
- Secure funding for services through mainstream resource programs and other partnerships

Work to remove barriers to local resources by:

- Prioritizing those most in need of services through the use of the VI-SPDAT and Housing Priority List
- Actively participating in Every Door Open, the Kings/Tulare coordinated assessment system
- Working to reduce the number of people exiting for unknown reasons or negative reasons

The funding priorities are:

- Existing emergency shelter projects (High priority)
- New emergency shelter projects that dedicate all beds to referrals from the Coordinated Entry System (High priority)
- Rapid Re-housing projects for up to 50% of ESG allocation (High priority)
- All other projects (Medium priority)

## Application Instructions

A total of two PDFs should be sent via email to [lfisher@kthomelessalliance.org](mailto:lfisher@kthomelessalliance.org) by the submittal deadline. You will receive an email receipt for your submission. If a receipt is not received within two (2) business days of submission, you must follow up to ensure you receive a submission receipt. The requirements for each PDF are as follows:

Submit **one PDF** of the following items **per project**, with a table of contents and each item separated by a title page:

- [ESG Balance of State Competitive Application](#) with all required attachments. Please note that some of the forms and attachments require additional information from either the Alliance (CoC) or the HMIS Administrator, Kings United Way, and should be handled as follows:
  - Form I – Include a blank copy in your application submittal. If your project is selected for funding, it will be completed by the Alliance.

EXHIBITS F & E

- Form II – CoC and HMIS contact information

CoC Name:	Visalia/Kings, Tulare Counties CoC	CoC No.	CA-513
Contact:	Ms. Machael Smith, Executive Director		
Address:	PO Box 1742, Visalia, CA 93279		
Phone:	(559) 738-8733	Fax:	N/A
Email:	msmith@kthomelessalliance.org		
HMIS Software:	ClientTrack		
Contact:	Ms. Lucia Orozco, Director of Community Impact & Operations		
Address:	125 W. 7 <sup>th</sup> Street, Hanford, CA 93230		
Phone:	(559) 584-1536	Fax:	(559) 584-1098
Email:	luciao@kingsunitedway.org		

- Form V – The Alliance [Coordinated Entry Written Standards](#) can be downloaded from our website. They include the ESG Written Standards (Attachment O) and CES Policies and Procedures (Attachment Q).
- Form VI – Point in Time (PIT) and Housing Inventory Chart (HIC) can be accessed on the [PHIL NOFA](#) page on the Alliance website.
- Agency Attachment - Alliance Partner Agreement can be accessed on the [PHIL NOFA](#) page on the Alliance website. The agreement does not need to be countersigned by the Alliance upon application submittal.

- Match letters, or letter indicating when you expect to receive match documentation (if required)

Submit **one PDF** of the following items **per agency**, with a table of contents and each item separated by a title page:

- Most recent Audit or, if agency under government threshold, most recent 990
- Current agency budget
- Organization chart
- Board of director’s roster
- Executed Alliance Partnership Agreement

In the body of the email, please include the name and phone number for the contact person that will be available for Rating & Ranking questions. This person should be knowledgeable about your agency and project application(s).

Please note that this NOFA serves as the local CoC rating and ranking process. Applicants selected for the State of California ESG Balance of State NOFA Competition **will also need to follow the State’s requirements for application submission and follow all HCD NOFA requirements and deadlines.**

# APPLICATION INSTRUCTIONS

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## Application Format

- A. FOR CESH APPLICANTS - Applicants must use the PHIL Application template and Budget Workbook, which can be found at <https://www.kthomelessalliance.org/phil>.
- B. FOR ESG APPLICANTS - Please note that this NOFA serves as the local CoC rating and ranking process. Applicants selected for the State of California ESG NOFA Competition **will also need to follow the State's requirements for application submission and follow all HCD NOFA requirements and deadlines.**
- C. Please be succinct in all responses and observe word limits wherever noted.
- D. No supplemental and/or supporting materials will be accepted, unless noted in the application.
- E. Submit all application materials via email to Laura Fisher at [lfisher@kthomelessalliance.org](mailto:lfisher@kthomelessalliance.org) by June 17, 2020 at 11:59 pm. You will receive an email receipt for your submission. If a receipt is not received within two (2) business days of submission, you must follow up to ensure you receive a submission receipt.

# EXHIBIT A: PERFORMANCE MEASURES

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EXHIBITS F & E

**System Performance Measures**

Goal	Purpose	Systems	Program Outcome Targets	Outcomes Calculation
<b>Housing Stability</b>	Indicates program/system level success in ending homelessness as measured by those who retain permanent housing or attain other permanent housing.	PSH	95%	Number of Stayers in the program PLUS the number of Leavers who exited to a permanent housing destination / the total number of Stayers and Leavers.
		RRH	67%	Number of Leavers who exited to a permanent housing destination / the total # of Leavers.
		TH	45%	
		ES	18.5%	
	Indicates successful placement from street outreach.	SO	61%	Number of Leavers who exited to a safe housing destination / the total # of Leavers.
<b>Increased Income, Stayers</b>	Indicates that program is assisting households to obtain sufficient income to attain housing. A higher rate is considered positive.	PSH	7% increase, employment income. 39% increase, non-employment income.	The # of adults whose amount of cash income from either employment or non-employment increased based on the person's income at intake and their most recent assessment ÷ by the total # of adult Stayers.
		RRH	9% increase, employment income. 25.4% increase, non-employment income.	
		TH	25.4% increase, employment income. 25.4% increase, non-employment income.	
<b>Increased Income, Leavers</b>	Indicates that program is assisting households to obtain sufficient income to attain housing. A higher rate is considered positive.	PSH	9% increase, employment income. 39% increase, non-employment income.	The # of adults whose amount of cash income from either employment or non-employment increased based on the person's income at intake and then at exit ÷ by the total # of adult Leavers.
		RRH, TH	17.8% increase, employment income. 21.0% increase, non-employment income.	

EXHIBITS F & E

Goal	Purpose	Systems	Program Outcome Targets	Outcomes Calculation
<b>Bed Utilization</b>	Indicates efficient use of community resources. High occupancy rate indicates system efficiency at turning over units and providing programs that are well-designed.	ES TH RRH PSH	60% - ES 80% - TH 80% - RRH 80% - PSH	Total number of bed nights ÷ total number of nights in the month.
<b>Recidivism</b>	Indicates system's success in ending homelessness as measured by # of households who attain housing and do not return or enter shelter subsequent to successful housing outcome.	ES	4.5% or less will return to homelessness within two years after their initial exit.	The total # of recidivist clients ÷ the total # of clients served during the report period.
		TH	7.7% or less will return to homelessness within two years after their initial exit.	
		RRH	4.7% or less will return to homelessness within two years after their initial exit.	
		PSH	10.0% or less will return to homelessness within two years after their initial exit.	

*Legend*

- |     |                     |     |                              |
|-----|---------------------|-----|------------------------------|
| ES  | Emergency Shelter   | SO  | Street Outreach              |
| HP  | Homeless Prevention | PSH | Permanent Supportive Housing |
| RRH | Rapid Rehousing     |     |                              |

## EXHIBIT B: RACIAL EQUITY TOOLKIT

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While homelessness affects nearly every community, racial minorities comprise a disproportionate share of the total homeless population. A growing consensus in the field recognizes that system dynamics help determine the nature and makeup of homeless communities. In recognition of the role that homeless programs can play in promoting or inhibiting racial equity, applicants to PHIL are encouraged to utilize the toolkits below to assess the impact a project will have on racial equity.

**PLEASE NOTE**, applicants that demonstrate a proposed project will promote racial equity will **receive bonus points** during application scoring.

[CoC Analysis Tool: Race and Ethnicity](#)

[Racial Equity Toolkit: An Opportunity to Operationalize Equity](#)

# EXHIBIT C: SCORING MATRIX

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EXHIBITS F & E

<b>PHIL: SCORING MATRIX</b>					
<b>Scoring Factor</b>		<b>Scoring Criteria</b>		<b>Max</b>	<b>Actual</b>
Applicant Experience	1.	Length of experience implementing the proposed project activities or activity similar to proposed project.		5	
	2.	Agency has successfully handled at least one other state/federal or major grant of this size and complexity.		5	
	<b>Subtotal</b>			<b>10</b>	
Program Design	3.	Quality of the proposed project in delivering activities to participants. Items such as housing first, reasonableness of program staffing, budget relative to program design, services offered, connection to mainstream resources and collaboration with community partners will be considered.		20	
	<b>Subtotal</b>			<b>20</b>	
Impact & Effectiveness	4.	Current projects will be evaluated based on performance outcomes from prior year. New projects will be evaluated on proposed performance outcomes, along with a reasonable plan to support proposed outcomes.		20	
	<b>Subtotal</b>			<b>20</b>	
Contribution to System Performance	5.	Extent to which the applicant: <ul style="list-style-type: none"> <li>▪ Utilizes Housing First</li> <li>▪ Establishes/meets performance measures for housing and income that are measurable, objective, and meet or exceed CoC benchmarks</li> <li>▪ Has a strong plan to quickly place households in permanent housing</li> </ul>		10	
	6.	Applicant identifies what types of severe needs and vulnerabilities its clients are likely to have. Applicant demonstrates how the project will meet the needs and vulnerabilities of its clients.		10	
	7.	Extent to which the project provides a sound plan to ensure that clients will be assisted to both OBTAIN and REMAIN in permanent housing.		10	
	8.	Extent to which the project ensures that clients will be assisted to both increase their INCOMES and to maximize their SELF-SUFFICIENCY.		10	
	9.	Extent to which project connects clients to mainstream benefits.		10	
	10.	Project is in alignment with local funding priorities.		5	
<b>Subtotal</b>			<b>55</b>		
Project & Client Accessibility	11.	Extent to which the applicant conducts outreach in all areas of the community, such as emergency shelters, places not meant for human habitation, etc., to locate potentially eligible homeless people.		10	
	12.	Adheres to Fair Housing regulations for having in place or agreeing to implement specific outreach to identify and engage homeless individuals and families, including meaningful outreach to persons with disabilities and limited English proficiency, and measures to market those least likely to access services.		10	
	13.	Project does not present barriers to entry (e.g. sobriety, income, criminal background, number of children, LGBTQ status, etc.).		15	
	<b>Subtotal</b>			<b>35</b>	

EXHIBITS F & E

Project Feasibility	14.	Applicant clearly describes a viable plan for rapid implementation of the program. Has site control, if acquisition/rehab/new construction or master leasing.	20	
	15.	Project is cost-effective and is similar in cost to like-kind projects.	10	
	16.	Match is appropriate for project type and supports eligible activities <ul style="list-style-type: none"> <li>▪ 20% Match Required for capital improvement projects</li> <li>▪ Non-capital improvement projects will receive full points</li> </ul>	10	
	<b>Subtotal</b>		<b>40</b>	
Community	17.	Applicant's participates in Alliance governance through: <ul style="list-style-type: none"> <li>▪ Regular attendance at Alliance Meetings</li> <li>▪ Participates in one or more Alliance committees</li> <li>▪ Participates in monthly case management round table</li> </ul>	5	
	18.	The level to which homeless or formerly homeless persons are engaged and involved in project design and policy making at the Agency and/or project level.	5	
	<b>Subtotal</b>		<b>10</b>	
HMIS	19.	Project has a history of high data quality, timeliness, and completeness. Agency is compliant with site monitoring and has no outstanding findings.	10	
<b>Subtotal</b>		<b>10</b>		
<b>Total Points Available</b>			<b>200</b>	
Bonus Categories	20.	Project submitted relevant, properly formatted versions of all required attachments. The project submission included only one project PDF that includes a table of contents with each section separated by a title page and one Excel file. The agency submission included only one PDF that included a table of contents with each section separated by a title page.	5	
	21.	Project is supported by funding sources outside of the PHIL funding pool.	5	
	22.	Project demonstrates a commitment to advancing racial equity through project design and operational policies.	5	
	<b>Total Points After Bonus</b>		<b>215</b>	

Project Name: \_\_\_\_\_

Name of Rating & Ranking Committee Member: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Local Investment Plan  
 EXHIBITS F & E

Homelessness Response Local Investment Plan							
Please refer to the following for guidance and a sample plan:							
<a href="#">Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic</a>							
Use the Table below to complete a Local Investment Plan for submittal with your ESG-CV2 Application. Refer to the Sample Local Investment Plan on page 11 of the Guide referenced above as an example.							
Applicant Name:		Visalia, Kings, & Tulare Counties		CoC Name, if different:		Tulare Continuum of Care on Homelessness	
Part 1: Summary of Investment Plan							
1.	Our top priority with the COVID pandemic is to place as many unsheltered, COVID-vulnerable, people into non-congregate shelter as possible. We have prioritized COVID-19, FEMA, and HEAP funding for this activity.						
2.	We are adjusting our RRH prioritization process to focus on people exiting Project Roomkey into permanent housing. Clients are screened for non-CoC funding sources such as CalWORKs and Veterans Assistance before using ESG and CESH.						
3.	We two Project Homekey awards and are in the process of acquiring two motels that will be converted to Permanent Housing. A variety of funding streams have been committed to the acquisition, rehab, and operational costs.						
4.	Homeless Prevention is a key activity during the COVID pandemic. Our region received a large philanthropic grant that is providing rental assistance for people experiencing a financial hardship due to COVID.						
Part 2: Priority and Order of Use of Funding Sources							
Non-Congregate Shelter/Interim Housing (Capital / Operations / Services)		Rental Assistance (Short-Term to Permanent)		Permanent Supportive and Service Enriched Housing (Capital / Operations / Services)		Diversion and Homelessness Prevention	
Funding Source: Use and Priority #1		Funding Source: Use and Priority #1		Funding Source: Use and Priority #1		Funding Source: Use and Priority #1	
Funding Source:	COVID-19 Emergency Homelessness F	Funding Source:	CalWORKs HSP (via CDSS)	Funding Source:	Homekey (via HCD)	Funding Source:	Other
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	Philanthropic Grant
Funding Amount:	\$353,301.39	Funding Amount:	Unknown	Funding Amount:	\$5,200,000.00	Funding Amount:	Unknown
Unit of Measure:	Unit	Unit of Measure:	Household	Unit of Measure:	Unit	Unit of Measure:	Household
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A
Number Assisted:	150.00	Number Assisted:	Unknown	Number Assisted:	45.00	Number Assisted:	Unknown
Deadline for Expenditure:	6/30/2022	Deadline for Expenditure:	Ongoing	Deadline for Expenditure:	12/30/2020	Deadline for Expenditure:	Unknown
Funded Activity:	Other	Funded Activity:	Short Term	Funded Activity:	Capital	Funded Activity:	Prevention
If Other, list:	Operations & Services	If Other, list:	N/A	If Other, list:	N/A	If Other, list:	N/A
Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):	Tulare PHK	Narrative Description (Optional):	
Funding Source: Use and Priority #2		Funding Source: Use and Priority #2		Funding Source: Use and Priority #2		Funding Source: Use and Priority #2	
Funding Source:	FEMA	Funding Source:	SSVP (via VA)	Funding Source:	Homekey (via HCD)	Funding Source:	CDBG-CV (via HUD)
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A
Funding Amount:	Unknown	Funding Amount:	Unknown	Funding Amount:	\$2,500,000.00	Funding Amount:	Unknown
Unit of Measure:	Unit	Unit of Measure:	Household	Unit of Measure:	Unit	Unit of Measure:	Individual
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A
Number Assisted:	150.00	Number Assisted:	Unknown	Number Assisted:	20.00	Number Assisted:	Unknown
Deadline for Expenditure:	Unknown	Deadline for Expenditure:	Unknown	Deadline for Expenditure:	12/30/2020	Deadline for Expenditure:	Unknown
Funded Activity:	Other	Funded Activity:	Short Term	Funded Activity:	Capital	Funded Activity:	Prevention
If Other, list:	Operations & Services	If Other, list:	N/A	If Other, list:	N/A	If Other, list:	N/A
Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):	Kings PHK	Narrative Description (Optional):	
Funding Source: Use and Priority #3		Funding Source: Use and Priority #3		Funding Source: Use and Priority #3		Funding Source: Use and Priority #3	
Funding Source:	HEAP (via HCFC)	Funding Source:	ESG (via HCD)	Funding Source:	ESG-CV (via HCD)	Funding Source:	
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	
Funding Amount:	\$165,545.00	Funding Amount:	\$200,000.00	Funding Amount:	\$1,451,600.00	Funding Amount:	
Unit of Measure:	Household	Unit of Measure:	Household	Unit of Measure:	Unit	Unit of Measure:	
If Other, List:	N/A	If Other, List:	N/A	If Other, List:	N/A	If Other, List:	
Number Assisted:	150.00	Number Assisted:	19.00	Number Assisted:	65.00	Number Assisted:	
Deadline for Expenditure:	6/30/2021	Deadline for Expenditure:	Unknown	Deadline for Expenditure:	6/30/2022	Deadline for Expenditure:	
Funded Activity:	Operations	Funded Activity:	Short Term	Funded Activity:	Other	Funded Activity:	
If Other, list:	N/A	If Other, list:	N/A	If Other, list:	Split between Rehab and operations	If Other, list:	
Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):	Both Kings & Tulare PHK	Narrative Description (Optional):	
Funding Source: Use and Priority #4		Funding Source: Use and Priority #4		Funding Source: Use and Priority #4		Funding Source: Use and Priority #4	
Funding Source:		Funding Source:	Other	Funding Source:	HHAP (via HCFC)	Funding Source:	

Local Investment Plan  
 EXHIBITS F & E

If Other, List:		If Other, List:	CESH	If Other, List:	N/A	If Other, List:	
Funding Amount:		Funding Amount:	188073	Funding Amount:	563408.90	Funding Amount:	
Unit of Measure:		Unit of Measure:	Household	Unit of Measure:	Household	Unit of Measure:	
If Other, List:		If Other, List:	N/A	If Other, List:	N/A	If Other, List:	
Number Assisted:		Number Assisted:	24	Number Assisted:	65	Number Assisted:	
Deadline for Expenditure:		Deadline for Expenditure:	7/24/24	Deadline for Expenditure:	6/30/26	Deadline for Expenditure:	
Funded Activity:		Funded Activity:	Short Term	Funded Activity:	Other	Funded Activity:	
If Other, list:		If Other, list:	N/A	If Other, list:	Split between Rehab and operations	If Other, list:	
Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):	Both Kings & Tulare PHK	Narrative Description (Optional):	
Funding Source: Use and Priority #5		Funding Source: Use and Priority #5		Funding Source: Use and Priority #5		Funding Source: Use and Priority #5	
Funding Source:		Funding Source:		Funding Source:		Funding Source:	
If Other, List:		If Other, List:		If Other, List:		If Other, List:	
Funding Amount:		Funding Amount:		Funding Amount:		Funding Amount:	
Unit of Measure:		Unit of Measure:		Unit of Measure:		Unit of Measure:	
If Other, List:		If Other, List:		If Other, List:		If Other, List:	
Number Assisted:		Number Assisted:		Number Assisted:		Number Assisted:	
Deadline for Expenditure:		Deadline for Expenditure:		Deadline for Expenditure:		Deadline for Expenditure:	
Funded Activity:		Funded Activity:		Funded Activity:		Funded Activity:	
If Other, list:		If Other, list:		If Other, list:		If Other, list:	
Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):		Narrative Description (Optional):	



DropDownLists  
 EXHIBITS F & E

<b>Funding Source</b>	<b>Unit of Measure</b>	<b>Funded Ac</b>	<b>Funded Ac</b>	<b>Funded Activit</b>	<b>Funded Activities - Prevention/Diversion</b>		
FEMA	Individual	Capital	Short Term	Capital	Prevention		
CRF (via U.S. Treasury)	Household	Operations	Permanent	Operations	Diversion		
Homekey (via HCD)	Unit	Services	Other	Services	Other		
COVID-19 Emergency Homelessness F	Bed	Other		Other			
HEAP (via HCFC)	Other						
HHAP (via HCFC)							
ESG-CV (via HUD)							
ESG-CV (via HCD)							
ESG (via HUD)							
ESG (via HCD)							
CDBG-CV (via HUD)							
CDBG-CV (via HCD)							
CDBG (via HUD)							
CDBG (via HCD)							
HOME (via HUD)							
HOME (via HCD)							
CalWORKs HSP (via CDSS)							
HDAP (via CDSS)							
NPLH (via HCD)							
MHP (via HCD)							
CoC (via HUD)							
HCV (via HUD)							
VASH (via HUD)							
FUP (via HUD)							
SSVP (via VA)							
Local General Fund							
Local Housing Trust Fund							
Other							

## Applicant Information

**Linked Applicant**

[msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org)

**First Name**

Machael

**Last Name**

Smith

**Email**

[msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org)

**Title**

Executive Director

**Company**

Kings/Tulare Homeless Alliance

**Company Website**

[www.kthomelessalliance.org](http://www.kthomelessalliance.org)

**City**

Visalia

**State**

California

**Organization Name**

Kings/Tulare Homeless Alliance

**Federal Employer Identification Number (FEIN)**

270522489

**Data Universal Numbering System (DUNS)**

832322197

**Authorized Representative**

Machael Smith

**Business/Finance Representative**

Machael Smith

## Organization Address

**Address**

PO Box 1742

**Address 2**

**City**

Visalia

**State**

California

**County**

Tulare County

**CoC Service Area**

CA-21, CA-22, CA-23

**Zip**  
93279

EXHIBITS F & E

**Phone**  
559-738-8733

**Fax**

**Phone Extension**

# Applications CV1: Kings/Tulare ESG-CV 2020 Application

EXHIBITS F & E

**Award Number**

20-ESGCV1-00026

**PO Number**

## EXHIBIT E

Federal Emergency Solutions Grants Program 2020 ESG-CV Application

**Applications CV2**

Visalia, Kings, & Tulare Counties ESG-CV Round 2 Application

**Profile**

msmith@kthomelessalliance.org

**Application Title**

Kings/Tulare ESG-CV 2020 Application

This application is subject to the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted March 27, 2020 and the Emergency Solutions Grants (ESG) Program federal regulations established by the U.S. Department of Housing and Urban Development (HUD) 24 Code of Federal Regulations (CFR), Parts 91 and 576, and subject to any waivers issued by HUD.

Please read the ESG 2020 Coronavirus Notice of Funding Availability (NOFA), as well as the CARES Act and federal regulations cited above.

Application Submittal: The Department will be accepting applications through the eCivis Grants Management System portal beginning the week of June 1, 2020. Applications and required documentation must be received by HCD no later than 5:00 p.m. Pacific Standard Daylight Time on Monday, July 20, 2020; however earlier applications are highly encouraged. Any applications received after this time, will not be accepted.

All HCD funding decisions are final.

## Resources

Provided below is a list of all the Regulations referenced in this Application:

- Emergency Solutions Grant Program Webpage  
<https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml>
- Coronavirus Aid, Relief, and Economic Security Act (CARES Act)  
<https://www.congress.gov/116/bills/hr748/BILLS-116hr748enr.pdf>
- Executive Order N-66-20 issued May 29, 2020  
<https://www.gov.ca.gov/wp-content/uploads/2020/05/5.29.20-EO-N-66-20.pdf>
- 24 CFR 576  
<https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-part576>
- 2 CFR 200  
<https://www.govinfo.gov/app/details/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200>
- 24 CFR 91  
<https://www.govinfo.gov/app/details/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part91>
- US Code Title 18 Section 1001-1002  
<https://www.govinfo.gov/app/details/USCODE-2010-title18/USCODE-2010-title18-partI-chap47-sec1001>
- US Code Title 31 Section 3729-3730  
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729>
- US Code Title 31 Section 3801-3812  
<https://www.govinfo.gov/app/details/USCODE-2010-title31/USCODE-2010-title31-subtitleIII-chap38-sec3801>

## Section I - Applicant Name

NOTE: Name of Applicant must be the same as stated in the Board Resolution and Payee Data Record or Government TIN Form

**Applicant Name**

Kings/Tulare Continuum of Care on Homelessness EXHIBITS F & E

**Is the Applicant a non-profit?**

Yes

**Articles of Incorporation**

Articles of Incorporation.pdf

**Evidence of IRS Tax Exemption [501(c) Status]**

501c3.pdf

**Bylaws**

Bylaws CoC 04.26.18\_FINAL\_Executed.pdf

**Section II - Subrecipient Awards**

Please provide a letter describing the provider selection process you have used or will use and certifying that the process meets the requirements outlined in the NOFA.

**Provider Selection Process Letter**

Provider Selection Process.pdf

**Section III - Legislative Contacts**

Provide the Legislative and Congressional information for the applicant and each activity location, (if different than applicant location), included in this application. To locate or verify the Legislative and Congressional information, click on the respective links below and enter the applicant office location zip code, the activity location site zip code(s) (i.e. zip code(s) where activities are performed), and any additional activity location site(s), as applicable.

[California State Assembly](#)

[California State Senate](#)

[US House of Representatives](#)

**Applicant Office Location**

**State Assembly Member**

**District Number**

26

**First Name**

Devon

**Last Name**

Mathis

**State Senate Member**

**District Number**

16

**First Name**

Shannon

**Last Name**

Grove

**U.S. House of Representatives**

**District Number**

22

**First Name**

Devin

EXHIBITS F & E

**Last Name**

Nunes

**Do you have activities located outside the applicant office location?**

Yes

## State Assembly Member2

**District Number**

32

**First Name**

Rudy

**Last Name**

Salas

## State Senate Member2

**District Number**

16

**First Name**

Melissa

**Last Name**

Hurtado

## U.S. House of Representatives2

**District Number**

21

**First Name**

TJ

**Last Name**

Cox

**Do you have additional activity locations?**

Yes

## State Assembly Member3

**District Number**

26

**First Name**

Devon

**Last Name**

Mathis

## State Senate Member3

**District Number**

14

**First Name**

Melissa

**Last Name**

Hurtado

## U.S. House of Representatives3

EXHIBITS F & E

**District Number**

23

**First Name**

Kevin

**Last Name**

McCarthy

**Do you have additional activity locations?**

No

### Section IV - Duplication of Benefit

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary. Once selected, subrecipients will be required to report on Duplication of Benefit metrics such as types of funding sources received, amounts received, expected persons served and actual persons served. Additional guidance is to be provided by the Department of Housing and Urban Development (HUD) as to the implementation and best practices of DOB tracking.

**Please check here to confirm you have read the above and agree to monitor subrecipients for DOB in accordance with any current and anticipated guidance from HUD and to provide requested DOB tracking data to HCD.**

Agree

### Section V - Certification of Indirect Costs

Please complete and upload the Certification of Indirect Costs Form located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

[https://gn.ecivis.com/GO/gn\\_redir/T/1ogdqmjnwhvvq](https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq)

**Certification of Indirect Costs**

Certification of Indirect Costs.pdf

### Section VI - Payee Data Record, Government TIN Form and Applicant Verification Form

Applicants that are a unit of local government must submit a Government TIN Form with the Application Package.

Applicants that are not a unit of local government must submit a Payee Data Record Form, STD 204 with the Application Package.

All applicants must complete the Applicant Name Verification Form with the Application Package.

Please find the forms referenced above in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

[https://gn.ecivis.com/GO/gn\\_redir/T/1ogdqmjnwhvvq](https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq)

**Payee Data Record Form or Government TIN Form**

Payee Data Record Form.pdf

**Applicant Name Verification Form**

Applicant Name Verification Form.pdf

### Section VII - Governing Board Resolution

Please refer to the "Resolution Template" and "Tips for an Approved Resolution" located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

[https://gn.ecivis.com/GO/gn\\_redir/T/1ogdqmjnwhvvq](https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq)

**Authorized Resolution**

Board Memo\_ESG-CV Resolution\_Executed.pdf

## Section VIII - Applicant Compliance Certification

Please complete, sign and upload the Applicant Compliance Certification Form located in the "Files" section of the Grants Network

ESG-CV Program Solicitation Page:

[https://gn.ecivis.com/GO/gn\\_redir/T/1ogdqmjnwhvvq](https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq)

### Applicant Compliance Certification

Applicant Compliance Certification.pdf

## Section IX - CoC Designation of Administrative Entity to Administer Funds

If the Continuum of Care is designating an Administrative Entity to apply for and administer the funding, please provide name and contact information for the Authorized CoC Representative below and complete, sign and upload the Designation of Administrative Entity form.

Form is located in the "Files" section of the Grants Network ESG-CV Program Solicitation Page:

[https://gn.ecivis.com/GO/gn\\_redir/T/1ogdqmjnwhvvq](https://gn.ecivis.com/GO/gn_redir/T/1ogdqmjnwhvvq)

### CoC Authorized Representative First Name

Machael

### CoC Authorized Representative Last Name

Smith

### Title

Executive Director

### Phone Number

5597388733

### Email Address

msmith@kthomelessalliance.org

### Designation of Administrative Entity

Designation of Administrative Entity.pdf

## Section X - Additional Information

### Emergency Shelter Renovation Costs

**Do you intend to use any of the Emergency Shelter funding for major rehabilitation or renovation in excess of \$2,000? If so, an estimate from an engineer or architect is required to substantiate the cost.**

No

### Audit and Monitoring Status

**Are all single audit findings cleared or in remediation?**

N/A (no audit finding or not required to submit single audit)

**Are all program monitoring findings cleared or in remediation?**

N/A (no monitoring findings or no recent monitoring completed)

Have any Department of Housing and Community Development monitoring findings been resolved or is there an approved remediation plan in effect? If you have not been monitored in the last five years, select N/A. If you are unsure if your prior findings have been resolved please contact your program representative.

**Are you in compliance with all existing HCD award agreements?**

Yes

**Do you have any overdue Annual Performance Reports?**

No

## Section XI

### Amount Requested



## Budget Worksheet

The Budget and Goals pages must be completed before submitting your application. If you have not already done so, then click "Save Draft" and access the Application Budget and Goals table below this window. You can return at a later time to finish and save this form before finally submitting.

### Have you completed and submitted your budget worksheet?

Yes

### Have you completed your projected outcomes within the Goals worksheet?

Yes

**HCD is working to determine how best to allocate future issuances of ESG-CV funding. Please provide a rough estimate of the amount of additional ESG-CV your CoC Service Area could utilize for ESG-CV eligible activities (including major rehabilitation and renovation under the Emergency Shelter eligible activity) by the July 30, 2022 expenditure deadline.**

1,500,000

### Please briefly describe how you would utilize the amount of additional ESG-CV funds provided above.

We would use the funds to rehabilitate a motel used for Project RoomKey.

### Are you applying for ESG-CV2 funds?

Using [HUD CoC Racial Equity Analysis Tool \(version 2.1\)](#), please complete the following chart to indicate how your community's racial demographics compare to demographics of those within your homeless response system.

#### # of Reviews

1

#### # of Denials

0

#### View Budget Worksheet

<https://portal.ecivis.com/#/peerBudget/536CA7E5-4BC1-410D-9861-FAAF5C6FC445>

#### View Application Goals

<https://portal.ecivis.com/#/peerGoals/DA50DCD1-827C-4211-A2A8-85EE816D9277>

#### Original Submission Date (for re-submissions)

07/20/2020

## Applications CV1: File Attachments

### Articles of Incorporation

Articles of Incorporation.pdf

### Evidence of IRS Tax Exemption [501(c) Status]

501c3.pdf

### Bylaws

Bylaws CoC 04.26.18\_FINAL\_Executed.pdf

### Provider Selection Process Letter

Provider Selection Process.pdf

### Certification of Indirect Costs

Certification of Indirect Costs.pdf

### Payee Data Record Form or Government TIN Form

Payee Data Record Form.pdf

### Applicant Name Verification Form

Applicant Name Verification Form.pdf

### Authorized Resolution

Board Memo\_ESG-CV Resolution\_Executed.pdf

**Applicant Compliance Certification**

Applicant Compliance Certification.pdf

EXHIBITS F & E

**Designation of Administrative Entity**

Designation of Administrative Entity.pdf

3205565  
EXHIBITS F & E



## State of California Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 03 2009

Handwritten signature of Debra Bowen.

DEBRA BOWEN  
Secretary of State

**Articles of Incorporation  
of Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article I**

The name of this corporation is **Kings/Tulare Continuum of Care on Homelessness, Inc.**

**Article II**

- A. This corporation is a nonprofit PUBLIC BENEFIT CORPORATION and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and public purposes.
- B. The specific purpose of this corporation is to provide assistance to, and improve the health and well being of, homeless individuals and families throughout the Kings/Tulare region.

**Article III**

The name and address in the State of California of this corporation's initial agent for service of process is:

Kyle Melton  
1224 South Cedar Ct.  
Visalia, California 93292

**Article IV**

- A. This corporation is organized and operated exclusively for **charitable** purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

**Article V**

The property of this corporation is irrevocably dedicated to **charitable** purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for **charitable** purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

**Article VI**

The name of the existing unincorporated association, now being incorporated by the filing of these articles, is Kings/Tulare Continuum of Care on Homelessness.

  
\_\_\_\_\_  
Kyle Melton, Incorporator

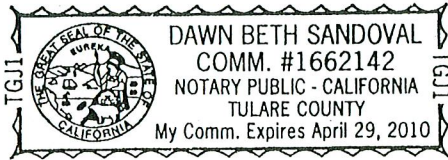
**ACKNOWLEDGMENT**

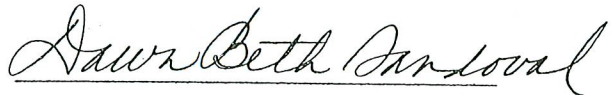
State of California  
County of Tulare

On March 26, 2009, 2009, before me, DAWN BETH SANDOVAL, personally appeared Kyle Melton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California taht the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.



  
\_\_\_\_\_  
Dawn Beth Sandoval



STATEMENT BY Betsy McGovern AND Denise L. Marchant [Enter the names of either two officers or two governing board members in the blanks] OF APPROVAL OF INCORPORATION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS

BY THE ASSOCIATION

The undersigned being Betsy McGovern and Denise L. Marchant [officers or governing board members] of the Kings/Tulare Continuum of Care on Homelessness, the unincorporated association specified in the accompanying Articles of Incorporation, state that the incorporation of the association by means of these Articles of Incorporation to which this Statement is attached has been approved by the association in accordance with its rules and procedures.

Dated: March 26, 2009

Betsy McGovern, President  
[Enter Name and Title Here]

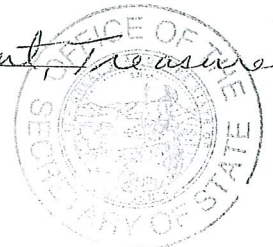
Denise L. Marchant, Treasurer  
[Enter Name and Title Here]

DECLARATION

Each of the undersigned declares under penalty of perjury under the laws of the State of California that they are President and Treasurer [Enter Respective Titles of the Undersigned] of the unincorporated association referred to in the Articles of Incorporation to which this declaration is attached, that the statements contained in the foregoing statement are true of his or her own knowledge, and that this declaration was executed on March 26, 2009 at Porterville, California.

Betsy McGovern, President  
[Enter Name and Title Here]

Denise L. Marchant, Treasurer  
[Enter Name and Title Here]



EXHIBITS F & E

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 15 2009**

KINGS TULARE CONTINUUM OF CARE ON  
HOMELESSNESS INC  
C/O BETSY MCGOVERN-GARCIA  
1224 S CEDAR CT  
VISALIA, CA 93292-5208

Employer Identification Number:  
27-0522489  
DLN:  
17053222329049  
Contact Person:  
ZENIA LUK ID# 31522  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
June 30  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
April 3, 2009  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

EXHIBITS F & E  
-2-

KINGS TULARE CONTINUUM OF CARE ON .

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Enclosures: Publication 4221-PC



## **BYLAWS**

**- for -**

### **KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. DBA KINGS TULARE HOMELESS ALLIANCE**

#### **ARTICLE I** **NAME**

The name of this Corporation shall be the Kings/Tulare Continuum of Care on Homelessness, Inc., DBA Kings Tulare Homeless Alliance. Whenever the term “Corporation” is used in the By-Laws, it shall mean the Kings/Tulare Continuum of Care on Homelessness, Inc.

#### **ARTICLE II** **OFFICE**

The principal office of the Corporation shall be in Tulare County at 1900 N. Dinuba Blvd, Suite G, Visalia, California, and authority to change the principal office is hereby granted to the Board of Directors provided that the office shall remain in Kings/Tulare County. Any change of principal office will be noted by the Secretary in these Bylaws, but will not be considered an amendment of these Bylaws.

#### **ARTICLE III** **MISSION**

The mission statement of the Corporation is as follows:

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

**ARTICLE IV**  
**OBJECTIVES**

The objectives of the Corporation are as follows:

- A. To develop and maintain service strategies that link and advance the health and well-being of homeless residents in the Kings/Tulare region by fostering partnerships among participating organizations.
- B. To serve as an advocate on behalf of partner agencies, ensuring that best practices and decisions at the State and Federal level are reflective of the needs and realities of our local community.
- C. To reduce duplication, increase cooperation, and promote the enhancement of self-esteem and the empowerment of homeless individuals and families to develop strategies for self-sufficiency and independence.
- D. To technologically connect participating organizations in order to develop and to maintain effective shared case management.
- E. To develop and sustain a database that details available housing and available support services connected to that housing throughout our region and ensure access to the homeless.
- F. To promote the development of housing options to provide shelter for individuals and families in various stages of homelessness or homelessness prevention.
- G. To develop and refine benchmarks and other necessary tools to measure outcomes and to evaluate performance.
- H. To foster relationships with other Continuum of Care systems of the Central Valley to provide support, share best practices and model collaborative effectiveness for a multi-regional Continuum of Care System.

**ARTICLE V**  
**MEMBERSHIP**

**Section 1 - Composition**

The Corporation will have one class of members only, and each member shall have equal voting rights except as provided by these Bylaws. Any person, as defined by Corporations Code Section 5065 is eligible to be a member of the Corporation. The composition of the Corporation

shall be open to any city or county governmental, public or private entity involved in providing support service or housing and desiring to become a member. Additionally, the Corporation encourages participation from members or representatives of the target populations being served by support service and housing agencies. Other individuals or organization representatives who possess skills, interest, or resources which will aid the Corporation in fulfilling its mission are also eligible for membership.

Any person eligible for membership under this Section of these Bylaws is qualified for membership only after that person has satisfied the membership requirements outlined in this Article of these Bylaws, including the membership fee requirements of Section 4.

All persons desiring membership in the Corporation shall complete an application and pay appropriate dues. No person shall hold more than one membership, nor shall any member be entitled to more than one vote, except where the member is a City or County having multiple departments that desire membership and voting rights, in which case such City or County may hold up to five (5) memberships for its multiple departments desiring membership, with each department member being entitled to one vote.

### **Section 2 - Attendance at Meetings**

At least one representative of a member shall attend all meetings of the Corporation. A representative from the executive level shall attend all quarterly executive meetings. Members are encouraged to attend all meetings.

### **Section 3 - Termination**

Membership shall be terminated for nonpayment of fees and/or annual dues. The Board of Directors reserves the right to both terminate and reinstate a member based upon a majority vote of the Board. The member will be notified via mail, prior to one's termination date. A member can end their membership at any time, however will not be reimbursed for any paid membership fees and/or annual dues.

### **Section 4 – Fees and Annual Dues**

The Corporation reserves the right to establish membership fees and annual dues for the continued funding of the Corporation. The Membership Application identifies the current minimum annual membership fee schedule. The Board of Directors is granted full authority to change the Fee Schedule as deemed necessary, and any such changes to the Fee Schedule shall not be considered an amendment to these Bylaws. Any member may voluntarily increase their membership fee contribution to any level above the minimum established.

The Corporation's fiscal year shall be from July 1st to June 30<sup>th</sup>. Annual Dues for the fiscal year will be invoiced in June and payable in July.

### **Section 5 - Budget**

A budget for the fiscal year shall be adopted by the Corporation by July 1<sup>st</sup>.

### **Section 6 – Number of Members**

There is no limit on the number of members the Corporation may admit.

### **Section 7 – Membership Book**

The Corporation will keep a membership book containing the name, address, and class of each member [in written form or in any form capable of being converted into written form]. The book must also note if a membership has terminated and the date on which that membership ceased. The book will be kept at the principal office of the Corporation and is subject to the rights of inspection required by law and as set forth in these Bylaws.

### **Section 8 – Inspection Rights of Members – Demand**

- A. Subject to the Corporation's right to set aside a demand for inspection pursuant to Corporations Code Section 6331 and the authority of the court to limit inspection rights pursuant to Corporations Code Section 6332, and unless the Corporation provides a reasonable alternative as permitted by these Bylaws, a member satisfying the qualifications set forth may do either or both of the following:
- (1) Inspect and copy the record of all the members' names, addresses, and voting rights, at reasonable times, on five business days' prior written demand on the Corporation, which must state the purpose for which the inspection rights are requested; or
  - (2) Obtain from the Secretary of the Corporation, on written demand and tender of a reasonable charge, a list of the names, addresses, and voting rights of those members entitled to vote for the election of Directors, as of the most recent record date for which it has been compiled or as of the date of demand. The demand must state the purpose for which the list is requested. The membership list will be available on or before the later of 10 business days after the demand is received, or after the date specified in the demand as the date as of which the list is to be compiled.

#### Members Permitted to Exercise Rights of Inspection

- B. The rights of inspection set forth in these Bylaws may be exercised by the following:
- (1) Any member, for a purpose reasonably related to that person's interest as a member; and

- (2) The authorized number of members for a purpose reasonably related to the members' interest as members; and

#### Alternative Method of Achieving Purpose

- C. The Corporation, within 10 business days after receiving a demand pursuant to these Bylaws, may deliver to the person or persons making the demand a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. An alternative method that reasonably and in a timely manner accomplishes the proper purpose set forth in a demand made pursuant to these Bylaws will be deemed reasonable, unless within a reasonable time after acceptance of the offer, the Corporation fails to effect the alternative method. Any rejection of the offer must be in writing and indicate the reasons the alternative proposed by the Corporation does not meet the proper purpose of the demand made pursuant to these Bylaws.

#### **Section 9 – Non-liability of Members**

A member of the Corporation is not personally liable, solely because of membership, for the debts, obligations, or liabilities of the Corporation.

#### **Section 10 - Membership Authority**

Members of the Corporation are responsible for electing officers and directors of the corporation and must approve any amendments to the Bylaws of the corporation.

### **ARTICLE VI** **OFFICERS & DIRECTORS**

#### **Section 1 – Board of Directors**

There shall be five (3) officers of the Corporation: President, Secretary, and a Treasurer/CFO. The (3) officers and (6) Members at Large will serve as the Corporation's nine (9) Directors. The Board shall reserve at least (1) Member at Large be a consumer representative. Collectively, the nine (9) Directors will be known as the Board of Directors.

#### **Section 2 – Election of Board of Directors**

The Board shall present a slate of directors brought forth at the April meeting. The Corporation will elect all directors by a majority vote of its members. The Board will make every attempt to recommend a combination of Directors comprised of public, private, and client membership representation.

### **Section 3 – Election of Officers**

The Board of Director's will appoint the President, Secretary and Treasurer from the slate of directors approved by the members. All Directors must be members in good standing in the Corporation, and must be residents of the State of California.

### **Section 4 - Term of Office**

For all Officers and Directors, the term of office shall be for two years, beginning July 1<sup>st</sup>, unless otherwise provided in these Bylaws. Any Director may serve a maximum of three (3) consecutive terms for any combination of positions. A Director may seek re-election to a Board position after a one-year leave of absence from the Board.

### **Section 5 - Resignation**

Any officer may resign at any time by giving written notice to the Corporation.

### **Section 6 - Vacancies**

A vacancy in any office may be filled by appointment by the Board of Directors e as needed until the next regular election. If less than 50% of the term has been completed, the appointed director can be eligible for three (3) consecutive terms beginning the following year.

### **Section 7 - Removal**

An officer/director of the Corporation may be removed by the following process:

- A. Any member of the Corporation may make a motion for a special meeting to consider the removal of an officer. Such a motion shall include a statement of reasons for removal from office.
- B. If the motion is seconded and approved by the majority of members present, a special meeting shall be scheduled to consider the removal of the officer.
- C. The officer that is being considered for removal shall receive written notification of the special meeting and reason for removal. This written notice shall be delivered in person or registered mail no less than fourteen (14) days prior to the special meeting.
- D. Such officer shall be removed at the special meeting with an affirmative vote of a two thirds (2/3) vote of the membership present at the special meeting.

### **Section 8 - Compensation**

The Officers/Directors serve without compensation with the exception of the Member at Large position filled by a consumer. Consumers shall be paid \$25.00 for each Board and Membership meeting attended.

### **Section 9 - President**

The President will preside at the Corporation meetings. The president shall appoint chairmen of standing committees and all other committees. The president shall be an ex-officio member of all committees.

### **Section 10 - Secretary**

The Secretary will be responsible for notification of Board meetings, Board meeting agendas, minutes of meetings and correspondence of the Corporation.

### **Section 11 - Treasurer**

The Treasurer will be responsible for the financial oversight of the Corporation, and shall provide monthly financial reports to the Corporation.

### **Section 12 – Members at Large**

Members at Large represent the interests of the general membership on the Board. They may take responsibility for activities on the basis of interest or at the request of the Board or President, chair or serve on ad hoc and standing committees, and handle special projects. The goal of this position is to expand the membership of the board to include philanthropic, faith-based, law enforcement and business leaders from the private sector.

### **Section 13 - Board of Directors' Authority**

The Board of Directors is the governing body of the corporation responsible for the management of the affairs of the organization. The board is responsible for policymaking and has the ultimate legal responsibility for the actions of the corporation.

## **ARTICLE VII** **ADVISORY BOARD**

The Board, by resolution adopted by a majority of the entire Board, may designate an Advisory Board. Such Advisory Board shall consist of a minimum of two persons who are interested in the purpose and principles of the Corporation. The Advisory Board and each member thereof

shall serve at the pleasure of the Board. Any vacancy in the Advisory Board may be filled and the Board may remove any member of the Advisory Board, either with or without cause. The Advisory Board shall advise the Board as to any matters that are put before it by the Board concerning the Corporation. The Advisory Board shall not have or purport to exercise any powers of the Board nor shall it have the power to bind the Corporation in any manner.

## **ARTICLE VIII** **MEETINGS**

### **Section 1 - Board Meetings**

- A. Meetings of the Board may be called to order by the President or an officer of the Corporation.
- B. Except as provided by the Bylaws, all meetings of the Board will be held at a time and place to be designated by resolution of the Board of Directors.
- C. Regular meetings of the Board will be held monthly, at a place to be designated by the Board of Directors, unless otherwise specified by way of written or posted notice as provided in these Bylaws.

Special meetings of the Board may be called by the President, an Officer or any two Directors. Special meetings may be held on four (4) days' notice by first-class mail, or on forty-eight 48 hours' notice delivered personally or by telephone, email or fax. If sent by mail, email or fax, the notice shall be deemed to be delivered on its deposit in the mail, the date/time sent by email or on the date/time of its delivery through the fax machine.

- D. A majority of the Directors constitutes a quorum of the Board for the transaction of business, except as otherwise provided in these Bylaws.
- E. Except as otherwise provided in the Articles, in these Bylaws, or by law, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board provided, however, that any meeting at which a quorum was initially present may continue to transact business notwithstanding the withdrawal of Directors if any action taken is approved by at least a majority of the required quorum for that meeting, or such greater number as is required by the law, the Articles, or these Bylaws.
- F. The President or, in his or her absence, any Director selected by the Directors then present will preside at meetings of the Board of Directors. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer will act as Secretary of the Board. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members



participating in the meeting can hear one another. This participation constitutes personal presence at the meeting.

- G. A majority of the Directors present at the meeting, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of the adjournment to another time or place must be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.
- H. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board individually or collectively consent in writing to that action. Written consents must be filed with the minutes of the proceedings of the Board. Action by written consent has the same force and effect as the unanimous vote of the Directors. The regular Board meetings of this Corporation shall be held on a monthly basis, at an hour, day, and place as determined by resolution of the Board of Directors.
- I. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.
- J. If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.
- K. Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b). The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members.
- L. No meeting of Directors may be adjourned more than 45 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each Director of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

## **Section 2 – Member Meetings**

- A. Member meetings will be held monthly at 1900 N. Dinuba Blvd, Suite B, Visalia or a place to be determined unless otherwise specified by way of written or posted notice as provided in these Bylaws.
- B. Special meetings of members may be called by the Board of Directors or the President of the Corporation and held at the time and place to be designated by resolution of the Board of Directors. Five percent or more of the members of the Corporation may call special meetings for any lawful purpose.
- C. Written notice of every meeting of members shall be sent out via list-serve not less than 48 hours or more than 90 days before the date of the meeting to each member who is entitled to vote at the meeting as of the record date for notice of the meeting.

If notice is given by mail or other means of written communication, the notice must be addressed to the member at the address appearing on the books of the Corporation or at the address given by the member to the Corporation for the purpose of notice. If no address appears or was given by the member, notice will be given at the principal office of the Corporation or by publication in any newspaper of general circulation in the county in which the principal office of the Corporation is located. The Secretary of the Corporation, or any transfer agent specially designated by the Secretary for this purpose, will execute an affidavit of the giving of the notice of the meeting of members. In the case of a specially called meeting of members, notice that a special meeting will be held at a time requested by the person or persons calling the meeting not less than 35 days nor more than 90 days after receipt of the written request from that person or persons by the Chairman of the Board or President or Vice-President or Secretary of the Corporation will be sent to the members forthwith and in any event within 20 days after the request was received.

Notice of meetings may also be given by electronic transmission in accordance with Corp. Code §§ 20 and 5511(b).

No meeting of members may be adjourned more than 90 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting will be given to each member of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

The notice will state the place, date, and time of the meeting. In the case of regular meetings, the notice will state those matters that the Board of Directors, at the time the notice is given, intends to present for action by the members. The notice of any meeting at which Directors are to be elected must include the names of all those who are nominees at the time the notice is given to the members.

### **Section 3 – Waivers, Consents, and Approvals**

The transactions of any meeting, however called and noticed, and wherever held, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present, and if, either before or after the meeting, each of the persons entitled to vote but not present in person, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. All waivers, consents, and approvals will be filed with the corporate records or included in the minutes of the meeting.

### **Section 4 - Minutes**

Minutes of all meetings shall be posted on the Corporation's website. Copies of the previous meeting will be available at the next regular meeting of the Corporation.

### **Section 5 - Agenda**

Items to be considered for meetings of the Corporation shall be sent to either the designated secretary to the Corporation or the President of the Corporation. The agenda for the regular meetings of the Corporation shall be sent to members and officers in a timely manner, along with written notice of the meeting as outlined herein. Copies of the agenda will be available at all meetings of the Corporation.

### **Section 6 - Public Testimony**

The Corporation shall convene at least two meetings annually inviting stakeholder feedback.

### **Section 7 - Public Comment**

Any member of the public may speak on any item which is on the agenda. Comments by members of the public on an item on the agenda will only be allowed during consideration of the item by the Corporation.

## **ARTICLE IX** **AD HOC COMMITTEES**

The Board of Directors shall be responsible for the structure and governance of the Corporation and is accountable for developing participant agreements, bylaws, lead agency designation, establishing protocols and informing the Corporation of legislation and administrative changes that affect the provision of services to the homeless. The Board of Directors shall select review panels, experts and consultants.

The Board of Directors will also establish committees on an as needed basis and may designate Standing and Ad Hoc Committees.

**ARTICLE X**  
**PARLIAMENTARY RULES**

**Section 1 - Conduct of Meetings**

The meetings of the Corporation shall be conducted in accordance with Robert's Rules of Order (Revised Edition).

**ARTICLE XI**  
**AMENDING BYLAWS**

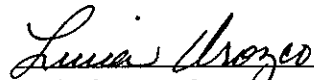
These Bylaws are subject to amendment in accordance with Robert's Rules of Order (Revised Edition). The Bylaws may be amended by a two-thirds (2/3) vote of a quorum of the Corporation's members provided that fifteen (15) days prior to the meeting, the full Corporation is notified of the language of such changes(s), and of the time, date, and place of the intended voting on such changes(s).

CERTIFICATE OF SECRETARY OF

**Kings/Tulare Continuum of Care on Homelessness, Inc., a California Nonprofit Corporation**

I hereby certify that I am the duly elected and acting Secretary of this corporation and that the foregoing Bylaws, comprising twelve (12) pages, constitute the Bylaws of this corporation as duly adopted by a simple majority of a quorum of the members at a meeting of the of the members on April 26, 2018.

Dated: April 26, 2018

  
\_\_\_\_\_  
Lucia Orozco, Secretary



July 15, 2020

Department of Housing and Community Development  
Division of Financial Assistance, NOFA Unit  
Emergency Solutions Grant Program  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Re: FY2020 ESG CV NOFA  
Provider Selection Process

To Whom it May Concern:

In accordance with the FY 2020 Emergency Solutions Grant (ESG) Notice of Funding Available (NOFA) and Administrative Requirements, the Kings/Tulare Homeless Alliance (Alliance) is hereby providing information regarding the Provider Selection Process for both the Emergency Solutions Grant Coronavirus (ESG-CV) funding.

The Provider selection process will begin with the issuance of a Notice of Funding Availability (NOFA) that will be sent out to our listserv of approximately 350 community stakeholders. The NOFA will also be posted on the Alliance website and social media accounts.

A neutral Rating & Ranking Committee will review and rank the applications that are received by the due date in accordance with the requirements outlined in the local NOFA. The Rating & Ranking Committee will present their recommendations to the Alliance board and then to the CoC Membership for adoption.

Each applicant will be evaluated on provider capacity, experience, quality and eligibility of services, outcomes, project-level performance, and contribution to overall system performance.

We hereby certify that this process met the requirements of State ESG regulations in 25 CCR 8404 (a) (2) and 25 CCR 8404 (a) (4). If I can answer any questions or provide additional information, please do not hesitate to contact me at [msmith@kthomelessalliance.org](mailto:msmith@kthomelessalliance.org) or (559) 738-8733.

Sincerely,



Machael Smith  
Executive Director

**Certification of Indirect Costs**

Will the applicant's selected provider seek reimbursement for indirect costs for the 2020 ESG funds? **No**

**I certify under penalty of perjury that:**

(1) to the best of my knowledge and belief that the form is true, complete, and accurate, an the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the ESG program. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Section 3729-3730 and 3801-3812).

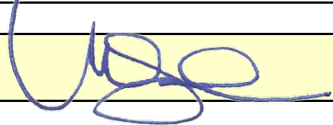
(2) If the applicant will seek reimbursement for any indirect costs, the applicant must:

- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4,
- B. Certify that the applicant and/or any subcontractor seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414, and
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC) (2 CFR 200.68) calculations, indirect cost limits, and supporting documentation for actual direct cost billing.

I further certify that I am aware that there are penalties for willfully and knowingly giving false information on an application for Federal or State funds that may include immediate repayment of all federal or State funds received. I understand that the information submitted is subject to verification by federal or State personnel as part of compliance monitoring.

**CERTIFICATION OF INDIRECT COSTS**


The signee to this certification must be the Authorized Representative named in the Resolution

Machael Smith	Executive Director		7/15/2020
PRINTED NAME OF AUTHORIZED REPRESENTATIVE	TITLE	AUTHORIZED REPRESENTATIVE SIGNATURE	DATE

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in Exhibits A-E or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<p><b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments.</p> <p>Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.</p> <p><b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>														
<b>2</b>	<p><b>BUSINESS NAME</b> (As shown on your income tax return) Kings/Tulare Continuum of Care on Homelessness</p>														
<p><b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> (Name as shown on SSN or ITIN) Last, First, MI</p>					<p><b>E-MAIL ADDRESS</b> msmith@kthomelessalliance.org</p>										
<p><b>MAILING ADDRESS</b> PO Box 1742</p>			<p><b>BUSINESS ADDRESS</b> 1900 N. Dinuba Blvd., Suite G</p>												
<p><b>CITY</b> Visalia</p>		<p><b>STATE</b> CA</p>	<p><b>ZIP CODE</b> 93279</p>	<p><b>CITY</b> Visalia</p>		<p><b>STATE</b> CA</p>	<p><b>ZIP CODE</b> 93291</p>								
<b>3</b>	<p><b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">7</td><td style="width: 20px; text-align: center;">0</td><td style="width: 20px; text-align: center;">5</td><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">2</td><td style="width: 20px; text-align: center;">4</td><td style="width: 20px; text-align: center;">8</td><td style="width: 20px; text-align: center;">9</td></tr></table></p>						2	7	0	5	2	2	4	8	9
2	7	0	5	2	2	4	8	9							
<b>PAYEE ENTITY TYPE</b>	<p><input type="checkbox"/> <b>PARTNERSHIP</b></p> <p><input type="checkbox"/> <b>ESTATE OR TRUST</b></p>														
<b>CHECK ONE BOX ONLY</b>	<p><b>CORPORATION:</b></p> <p><input type="radio"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="radio"/> <b>LEGAL</b> (e.g., attorney services)</p> <p><input checked="" type="radio"/> <b>EXEMPT</b> (nonprofit)</p> <p><input type="radio"/> <b>ALL OTHERS</b></p>														
<p><input type="checkbox"/> <b>SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC</b> (Disregarded Entity)</p>					<p><b>ENTER SSN OR ITIN:</b> <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></p> <p><small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661)</small></p>										
<b>4</b>	<p><input checked="" type="checkbox"/> <b>CALIFORNIA RESIDENT</b> - Qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> <b>CALIFORNIA NON RESIDENT</b> (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding.</p> <p><input type="radio"/> No services performed in California.</p> <p><input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.</p>														
<b>5</b>	<p><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.</b></p>														
<p><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Machael Smith</p>			<p><b>TITLE</b> Executive Director</p>		<p><b>TELEPHONE</b> (include area code) (559) 738-8733</p>										
<p><b>SIGNATURE</b> </p>			<p><b>DATE</b> 7/15/2020</p>		<p><b>E-MAIL ADDRESS</b> msmith@kthomelessalliance.org</p>										
<b>6</b>	<p><b>Please return completed form to:</b></p>														
<p><b>DEPARTMENT/OFFICE</b></p>			<p><b>UNIT/SECTION</b></p>												
<p><b>MAILING ADDRESS</b></p>			<p><b>TELEPHONE</b> (include area code)</p>		<p><b>FAX</b></p>										
<p><b>CITY</b></p>		<p><b>STATE</b></p>	<p><b>ZIP CODE</b></p>	<p><b>E-MAIL ADDRESS</b></p>											





## Emergency Solutions Grants (ESG) Program

### APPLICANT NAME VERIFICATION FORM

Your Applicant Name must be stated consistently and exactly match the applicant name as stated in your application and all required supporting documents submitted with your application.

Please complete and submit the Applicant Name Verification Form with your application. Review all the applicable documents listed below before submitting your application to ensure your Applicant Name as it appears on your application form exactly matches the applicant name as stated on all required supporting documents.

Please enter your Applicant Name as stated on the following documents:

- I. **ESG Application Forms:** Kings/Tulare Continuum of Care on Homelessness  
*Applicant Name* (All Applicants)
  
- II. **Authorized Resolution:** Kings/Tulare Continuum of Care on Homelessness  
*Applicant Name* (All Applicants)
  
- III. **Government Agency Taxpayer ID Form:** N/A; Nonprofit  
*Applicant Name* (City and County Applicants only)
  
- IV. **Bylaws:** Kings/Tulare Continuum of Care on Homelessness  
*Applicant Name* (Nonprofits, including Nonprofit Developers)
  
- V. **Article of Incorporation:** Kings/Tulare Continuum of Care on Homelessness  
*Applicant Name* (Nonprofits and Developers)
  
- VI. **Payee Data Record:** Kings/Tulare Continuum of Care on Homelessness  
*Applicant Name* (Nonprofits and Developers)

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS  
RESOLUTION NO. 2020.05.13**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS (COC) AUTHORIZING  
ACCEPTANCE OF GRANT FUNDING FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY  
(CARES) ACT EMERGENCY SOLUTIONS GRANT (ESG-CV) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness ("Applicant") hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated May 14, 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocation to the Emergency Solutions Grants (ESG) Program (hereinafter referred to as the "Program," or "ESG-CV"); and

B. WHEREAS Applicant is an approved Continuum of Care; and

C. WHEREAS the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG-CV funds from the Department pursuant to the above referenced ESG-CV NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.
2. Applicant is hereby authorized and directed to receive an ESG-CV grant, in an amount not to exceed \$5,000,000 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. Machael Smith, Executive Director, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

EXHIBITS F & E

PASSED AND ADOPTED at a regular meeting of the Kings/Tulare Continuum of Care on Homelessness Board of Directors this 14<sup>th</sup> day of May, 2020 by the following vote:

AYES: 6 ABSTENTIONS: 0

NOES: 0 ABSENT: 1

  
Lateena Ling, Secretary

ATTEST:

  
Suzanne Ward, President



July 22, 2020

Department of Housing and Community Development  
Division of Financial Assistance, NOFA Unit  
Emergency Solutions Grant Program  
2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833

Re: FY2020 ESG CV NOFA  
Board of Directors

To Whom it May Concern:

Per the Bylaws of the Kings/Tulare Continuum of Care on Homelessness, the Board of Directors consists of nine (9) directors. Two of the director positions have been vacant for several months, including the month of May 2020, when the Board adopted the Emergency Solutions Grant – Coronavirus (ESG-CV) resolution. Attached is the Board roster that was effective during this time period.

Please let me know if you have any questions or require additional information.

Sincerely,



Machael Smith  
Executive Director

Enclosure

**Kings/Tulare Homeless Alliance  
 2018 – 2020  
 Board Roster**

<b>Position</b>	<b>Director Name</b>	<b>Affiliation</b>	<b>Board Tenure</b>
<b>President</b>	Suzy Ward	St. Paul’s Episcopal Church	Board Member since 7/01/15
<b>Secretary</b>	Lateena Ling	Tulare County Sheriff’s Dept.	Board Member since 7/01/14
<b>Treasurer</b>	Becky Huber	Salvation Army	Board Member since 7/01/16
<b>Member</b>	Esam Abed	Kings County HSA	Board Member since 7/01/19
<b>Member</b>	Marisol De La Vega Cardoso	Family Health Care Network	Board Member since 10/01/19
<b>Member</b>	Charles Felix	Tulare County HHSA	Board Member since 10/12/17
<b>Member</b>	Nate Henry	Visalia Police Dept.	Board Member since 11/09/17
<b>Member</b>	Vacant	-	-
<b>Member</b>	Vacant	-	-

### Applicant Compliance Certification

On behalf of **Kings/Tulare Continuum of Care on Homelessness**,

I certify that funding recommendations being made for use of ESG-CV funds meet federal ESG requirements outlined in the NOFA and pursuant to 24 CFR parts 91 and 576 and the Coronavirus Aid, Relief and Economic Security Act Enacted March 27, 2020.

The CoC will use a process that meets the following requirements:

- A. Is fair and open, and avoids conflicts of interest in project selection, implementation, and the administration of funds.
- B. Complies with the Core Practice requirements outlined in the Standard Agreement.
- C. Incorporates the performance standards set forth in the Department's Annual Action Plan.
- D. Complies with federal ESG.
- E. Considers any other practices promoted or required by HUD.

#### APPLICANT COMPLIANCE CERTIFICATION

**Machael Smith**

**Executive Director**



**7/15/2020**

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE

## Designation of Administrative Entity

By signing below, the Continuum of Care (CoC) Representative certifies that

Kings/Tulare Continuum of Care on Homelessness

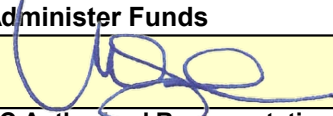
is designated by the CoC

to apply for and administer 2020 ESG-CV Round I funds.

### Certification of AE Designation to Administer Funds

Machael Smith

Executive Director



July 15, 2020

Printed Name of CoC Authorized Representative

Title

CoC Authorized Representative Signature

Date

# Budget: 22122565

EXHIBITS F & E

Name	Attachments
22122565	No

## Application

### CV2 Application

Visalia, Kings, & Tulare Counties ESG-CV Round 2 Application

**Please use the following link to view the application budget. This link will open in a new window.**

<https://portal.ecivis.com/#/peerBudget/939E8399-E7AA-45B0-BF80-1ACD9C3C9780>

### Budget Status

Not Approved



## EXHIBIT A

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

#### **1. Authority & Purpose**

This Standard Agreement (hereinafter "Agreement") will provide official notification of the conditional reservation of funds under the State of California's administration of the federal CARES Act Emergency Solutions Grants Program Allocation (hereinafter, "ESG-CV" or the "Program") by the Department of Housing and Community Development (hereinafter the "Department" or "HCD") pursuant to the provisions of the 2020 Federally enacted Coronavirus Aid, Relief, and Economic Security Act, Title XII, Homeless Assistance Grants Section (hereinafter, "CARES Act") and any HUD Notices or waivers including the HUD Mega-Waiver dated April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020 and, where not superseded by the CARES Act, pursuant to the provisions of 42 USC 11371 – 42 USC 11378, ("Federal Statutes"), 24 CFR Part 576, ("Federal Regulations") all as shall be amended from time to time.

HCD receives federal funds for ESG-CV from the United States Department of Housing and Urban Development (HUD). In accepting this conditional reservation of funds, Contractor (sometimes referred to herein as "Grantee," "Administrative Entity," "Applicant," or "Continuum of Care") agrees to comply with the terms and conditions of this Agreement, which relates to the ESG-CV Notice of Funding Availability (NOFA) dated June 1, 2020 (Round 1) and the ESG-CV NOFA dated October 2, 2020 (Round 2) under which the Contractor applied, the representations contained in the Contractor's Application for the ESG-CV funding allocations, and the requirements of the authorities cited above. Any and all changes made to the submitted and awarded Application after this Agreement is executed must receive prior written approval from the Department.

#### **2. Scope of Work**

- A. Contractor shall perform the Scope of Work ("Work") required as described in this Agreement and in the Application, which is on file electronically with the Department and which is incorporated herein by reference. Contractor shall be responsible for ensuring its selected homeless service providers perform the Work set forth in Exhibit E of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by the Department are hereby incorporated as part of the Application. The Department reserves the right to require the Grantee to modify any or all parts of the Application in order to comply with ESG-CV requirements. The Department reserves the right to monitor all Work to be performed by the Grantee, its contractors, and subgrantees in relation to this Agreement. Any proposed revision to the Scope of Work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made by the Department in writing.

Program Name: Emergency Solutions Grants Program (ESG) (under CARES Act – ESG-CV)  
NOFA Dates: 6/1/2020, 10/02/2020  
Approve Date: (02/04/2021)  
Prep. Date: 4/15/2020, Amended 10/28/2020

## EXHIBIT A

- B. Contractor shall perform the Work, only in the areas as identified, and in accordance with the approved ESG-CV Application and as required by Federal ESG requirements at 24 CFR Section 576. Contractor's selected homeless service providers shall provide services in the areas identified in the application/award recommendation package submitted to the Department. Services shall be provided by the Contractor and the Contractor's funded subrecipients for at least the term of the ESG-CV grant. For the purposes of performing the Scope of Work, the Department agrees to provide the amount(s) identified in Exhibit F. Unless amended in writing, the Department shall not be liable for any costs in excess of the total approved budget. The Department shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

### 3. Duplication of Benefits

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the Department's responsibility to ensure that each ESG-CV activity provides assistance only to the extent that the recipient's project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

Applicants will be required to complete DOB documentation with application. Recipients will be required to continue to report on DOB during the expenditure period for the ESG-CV funds. Applicants will be required to prepare DOB policies and procedures including a policy for funds recapture to be included in written standards.

### 4. Effective Date and Commencement of Work

This Agreement was effective upon the date of the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date"). However, the Standard Agreement is being modified per this Standard Agreement Amendment (STD 213A) which is effective upon the date of the Department's representative's signature on page one of STD 213A. Per the CARES Act, contractors may request reimbursement for allowable costs incurred to prevent, prepare for, and respond to coronavirus including costs that are incurred, including costs incurred prior to award letter and prior to the date of the enactment of the CARES Act. In addition, no activity funds shall be incurred until any required environmental review process has been completed, if required under 24 CFR 50, except as exempted by the

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CARES Act as it relates to temporary emergency shelters. Contractor agrees that the Work shall be completed by the expenditure date specified in Exhibit A, Paragraph 5.

- A. Contractor must obligate all funds within one hundred and twenty (120) days from the date of the award notification letter for each of the two rounds of funding. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the subcontractors are subject to obligate the funds within one hundred and twenty (120) days from the date of the award notification letter received by the general purpose local government.
- B. Contractor agrees to provide documentation satisfactory to the Department evidencing the obligation of ESG-CV funds within one hundred and twenty (120) days from the date the Department made each of the two rounds of grant funding available to the Contractor. If the Contractor fails to provide such documentation, the Department may disencumber any portion of the amount authorized by this Agreement with a fourteen (14) day written notification.
- C. Contractor and its subcontractors agree that the Work shall be completed by the expenditure date specified in Exhibit A, Section 5 and that the Work will be provided for the full term of this Agreement.

### 5. **Term of Agreement and Performance Milestones**

- A. This Agreement will expire on: September 30, 2022
- B. All Program funds shall be expended by: July 30, 2022
- C. All Final Funds Requests shall be submitted to the Department within thirty (30) days after the expenditure deadline.
- D. Reimbursements will not be made after this Agreement expires.
- E. Expenditure Milestone Expectations
  - a. In accordance with HUD's expenditure deadlines included in the CPD-20-08 ESG-CV Notice, Grantee must meet the following expenditure deadlines for ESG-CV funding. Should the Grantee not meet the following expenditure requirements, the Department in its sole and absolute discretion reserves the right to recapture any unspent ESG-CV awarded funds up to the maximum amount listed below. The Department also reserves the right in its sole and absolute discretion to mandate a

## EXHIBIT A

corrective action or remediation plan to ensure future timely expenditure of ESG-CV funds.

Percentage of ESG-CV Award	Expenditure Deadline	Maximum Recapture (as a percentage of total award)
20%	July 31, 2021	20%
40%	September 30, 2021	40%
60%	November 30, 2021	60%
80%	January 31, 2022	80%

### 6. Scope of Work Revisions and Amendments

A. Contract Revisions: Adjustments to the Scope of Work that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the Department in writing prior to implementation. If approved, Contract Revisions shall automatically be deemed a part of, and incorporated into, this Agreement. Approval shall be provided either through the online grant management system, or in writing, as appropriate. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change the total award amount.

### 7. ESG Program Contract Management

A. Department Contract Manager: For purposes of this Agreement, the ESG Program Contract Manager for the Department is the Program Manager of the ESG Program in the Division of Financial Assistance, or such person's designee. Written communication regarding this Agreement shall be directed to the ESG Program Representative at the following address:

Department of Housing and Community Development  
Division of Financial Assistance, Federal Programs Branch  
Emergency Solutions Grants Program Representative  
2020 West El Camino Ave, Suite 200  
Sacramento, California 95822  
Email: [ESG@hcd.ca.gov](mailto:ESG@hcd.ca.gov)

B. Contract Management: Day-to-day administration of this Agreement shall take place through the online grant management system, including, but not limited, to:

- 1) Requests for Funds Forms;
- 2) Budget Revision Forms;

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- 3) Annual Reports;
  - 4) Submittal of any and all requested supporting documentation;
  - 5) Standard Agreement Revisions (non-material contract changes); and,
  - 6) Standard Agreement Amendments (material contract changes).
- C. Grantee Contract Administrator: The Grantee's Contract Administrator (must be a Grantee employee) as identified in Exhibit E, Profile. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be directed to the Grantee's Contract Administrator at the contact information identified in Exhibit E, Profile. Written communication shall be directed to the Grantee's Contract Administrator as identified in the Grantee Profile as referenced in Exhibit E.

**8. Capacity to Contract**

Contractor has the capacity and authority to fulfill the obligations required of it hereunder and nothing prohibits or restricts the right or ability of Contractor to carry out the terms hereof.

**9. Authority to Execute**

Each Party executing this Agreement represents that it is authorized to execute this Agreement. Each person executing this Agreement on behalf of an entity, other than an individual executing this Agreement on his or her own behalf, represents that he or she is authorized to execute this Agreement on behalf of said entity.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget**

Budget Detail: ESG-CV funds shall be used for the activities as detailed in Exhibit F of this Agreement, and as described under federal ESG regulations at 24 CFR Part 576, Subpart B – Program Components and Eligible Activities, the CARES Act, Title XII, Homeless Assistance Section, and as subject to any notices and waivers issued including the HUD Mega-Waiver issued April 1, 2020 and HUD CPD Notice-20-08 dated September 1, 2020.

**2. Availability of Funds**

The Department's provision of funding to Contractor pursuant to this Agreement is contingent on the continued availability of ESG-CV funds and continued federal authorization for ESG-CV activities, as well as the conditions set forth in Exhibit D, Section 3. The Department's provision of funding is subject to amendment or termination due to lack of funds or proper authorization. This Agreement is subject to written modification or termination, as necessary, by the Department in accordance with requirements contained in any future state or federal legislation and/or state or federal regulations. All other modifications must be in written form and approved by both parties.

**3. Method of Payment**

Payments to Contractor shall be made on a reimbursement basis with the exception that a Contractor may request an operating advance of \$5,000.00 or thirty (30) days working capital, whichever is greater. A request for an operating advance must be received by the Department within sixty (60) days of the Effective Date of this Agreement. To receive payment for the Work performed, or to receive an operating advance, the Contractor must submit, on forms provided by the Department, a duly executed ESG-CV Request for Funds (RFF). The Contractor shall submit all RFFs to the Department, as referenced in Exhibit A, Section 7 via the online eCivis Grants Network portal. Each RFF must also be accompanied by a completed Detailed Expense Report (DER) as provided by the Department. The Department shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this Agreement. Contractor shall not receive an operating advance or be reimbursed for expenditures incurred prior to the Effective Date of this Agreement, unless otherwise approved by the Department pursuant to Exhibit D, Paragraph 11A. Reimbursements will not be made after this Agreement expires.

All requests for disbursement shall include expenditure detail. Contractor also certifies that detailed supporting documentation verifying each expenditure is available and shall be retained by the Contractor for three (3) years after the Department closes its HUD grant.

**NOTE:** Record retention is based on the Department's HUD closing date; NOT three (3) years

## EXHIBIT B

from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

Contractor shall not be reimbursed for expenditures incurred after the expiration date of this Agreement, as set forth in Exhibit A, Section 5.

### 4. **Budget Changes**

After the Effective Date of this Agreement, no changes shall be made to the program budget, funded homeless service providers, or eligible activities without prior written approval from the Department. Any changes to this Agreement must be made in writing and approved by both the Department and the Contractor. The proposed change/s must be consistent with 24 CFR 576.

Contractor agrees to notify the Department in writing of any line item changes to the budget needed for the Department to update the federal Integrated Disbursement and Information System (IDIS).

### 5. **Ineligible Costs**

- A. ESG-CV funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR 576. The Department reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG-CV funds made available by this Agreement. If Contractor or its funded subrecipients use ESG-CV funds for the costs of ineligible activities, Contractor shall be required to reimburse these funds to the Department immediately. Further, Contractor shall be prohibited from applying to the Department for subsequent ESG funds until the Department is fully reimbursed.
- B. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the Department or its designee, by the Contractor. Expenditures for work, not described in Exhibit A or Paragraph 1 above, shall be deemed authorized only if the performance of such work is approved in writing by the Department prior to the commencement of such work.
- C. The Department, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

### 6. **Indirect Costs**

Contractor and/or subcontractors will allow their providers to seek reimbursement for indirect costs. The applicant must:

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- A. Comply with all OMB requirements and standards including 2 CFR 200.403, 200.415, and Part 200 Appendix 4;
- B. Certify that any providers seeking reimbursement for indirect costs at the de minimis rate do not meet the definition of a major nonprofit organization as defined by OMB 2 CFR 200.414; and,
- C. Maintain records including evidence of the Modified Total Direct Cost (MTDC), per 2 CFR § 200.68 calculations, indirect cost limits, and supporting documentation for actual direct cost billing.



**EXHIBIT D**

**ESG PROGRAM TERMS AND CONDITIONS**

**1. Definitions**

- A. In addition to the definitions found in 42 U.S.C. section 11371 (section 411), 24 C.F.R. section 576.3, and HUD CPD Notice-20-08 issued September 1, 2020 the following definitions shall apply to this subchapter
- 1) “Action Plan” means the annual plan required by HUD pursuant to 24 CFR Part 91 governing the distribution and use of ESG funds allocated by HUD to states and local governments.
  - 2) “Administrative activities” is defined at 24 CFR 576.108.
  - 3) “Administrative Entity” means a Unit of general-purpose local government approved by the Department.
  - 4) “Application” means Grantee’s ESG-CV application in response to the ESG-CV NOFA dated June 1, 2020 (Round 1) as evidenced by Exhibit E of this Agreement and Grantee’s ESG-CV application in response to the ESG-CV NOFA dated October 2, 2020 (Round 2) as evidenced by Exhibit F of this Agreement.
  - 5) “At Risk of Homelessness” as defined in HUD CPD Notice-20-08 issued September 1, 2020
  - 6) “CARES Act” refers to the 2020 Federally issued Coronavirus Aid, Relief, and Economic Security Act, Title XII, Department of Housing and Urban Development, Community Planning and Development, Homeless Assistance Grants Section
  - 7) “City” is defined at 42 U.S.C. section 5302(a)(5).
  - 8) “Continuum of Care” is defined at 24 CFR 576.2.
  - 9) “Continuum of Care Service Area” means the entire geographic area within the boundaries of an Eligible Continuum of Care.
  - 10) “Coordinated Entry” means the system of program access, needs assessment and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as “Coordinated Entry System”, “Coordinated Assessment” or “Centralized Assessment”.
  - 11) “Core Practices” means the practices and protocols of delivering ESG Eligible activities as specified in the CARES Act.

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- 12) "Department" means the California Department of Housing and Community Development.
- 13) "ESG" is the acronym for the Emergency Solutions Grants program.
- 14) "ESG-CV" as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 15) "Eligible Activities" mean those activities upon which ESG-CV funds may be expended as described in the CARES Act and as defined under 24 CFR 576, Subpart B. Additionally, Eligible Activities may include or be limited by the State ESG Regulations, as applicable.
- 16) "Eligible Continuum of Care" means a Continuum of Care in the State that has within its Service Area at least one Nonentitlement Area.
- 17) "Eligible Organization" means a Private Nonprofit Organization or a Unit of General-Purpose Local Government that provides, or contracts with Private Nonprofit Organizations to provide Eligible Activities.
- 18) "Emergency shelter" is defined under 24 CFR 576.2 and the CARES Act.
- 19) "ESG Entitlement" means a Unit of General Purpose Local Government that meets one of the following:
  - a. is a Metropolitan City or Urban County as defined under 42 USC 5302 that receives an allocation of ESG funds directly from HUD;
  - b. is in a Nonentitlement Area that has entered into an agreement with an Urban County to participate in that locality's ESG program, or
  - c. is a Metropolitan City or Urban County that have entered into a joint agreement with one another to receive and administer a combined direct allocation of ESG funds from HUD.
- 20) "ESG Entitlement Area" or "Entitlement Area" means the geography within an ESG Entitlement's boundaries.
- 21) "ESG Nonentitlement" means a Unit of General-Purpose Local Government that does not receive ESG funding directly from HUD and is not participating as an ESG Entitlement.
- 22) "ESG Nonentitlement Area" means the geography within an ESG Nonentitlement's boundaries.
- 23) "Governing Board" - for nonprofit applicants this term includes board of directors; for county local government applicants this term includes county board of supervisors; for city local government applicants this term includes city council.

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- 24) "HMIS" means Homeless Management Information System as defined under 24 CFR 576.2. Use of the term "HMIS" within these regulations shall also include use of a comparable database, as permitted by HUD under 24 CFR Part 576.
- 25) "Homeless" is defined at 24 CFR 576.2.
- 26) "Homelessness Prevention Activities" means activities or programs described in 24 CFR 576.103.
- 27) "HUD" means the United States Department of Housing and Urban Development.
- 28) "NOFA" is the acronym for a "Notice of Funding Availability."
- 29) "Nonentitlement Area" is defined at 42 U.S.C. 5302.
- 30) "Operations" means the category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.
- 31) "Private nonprofit organization" is defined at 24 CFR 576.2.
- 32) "Prevent, Prepare for, and Respond to Coronavirus" as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 33) "Program" shall mean CARES Act funding for the Emergency Solutions Grants Program ("ESG") and is also referred to as "ESG-CV." Per the ESG-CV NOFAs dated June 1, 2020 and October 2, 2020 (and as may be amended by the Department), ESG-CV may be subject to different federal and state rules, laws, and regulations than the Department's prior or future administration of ESG funds.
- 34) "Rapid Re-Housing" means the activities set forth in 24 CFR 576.104.
- 35) "Service Area" has the same meaning as the term "Continuum of Care Service Area".
- 36) "Site" means one or more facilities where the program(s) is being carried out.
- 37) "Site Control" means the legal right to occupy and use the Site, as evidenced by such things as:
  - a. a deed demonstrating ownership in fee title;
  - b. a lease demonstrating a leasehold interest in the Site and its improvements for at least the term of the ESG-CV grant,

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- c. an enforceable option to purchase or lease a site provided that such option will be for at least the term of the ESG-CV grant or
  - d. For rotating shelter programs, Site Control may include other evidence provided by the applicant granting permission to use the site(s). Such evidence must be approved by the Department in writing prior to the deadline for submission of the ESG-CV applications stated in the applicable NOFA.
- 38) “Standard Agreement” means the contract entered into by the Department and the ESG-CV Recipient (also known as Contractor) setting forth the basic terms and conditions governing the awards of ESG-CV funds.
- 39) “Subrecipient of the Administrative Entity” means an entity that enters into a written agreement with the Administrative Entity to implement Eligible Activities with ESG-CV funds.
- 40) “Temporary Emergency Shelter” as defined in HUD CPD Notice-20-08 issued September 1, 2020
- 41) “Unit of General Purpose Local Government” is defined at 24 CFR section 576.2 and HUD CPD Notice-20-08 issued September 1, 2020
- 42) “Written Standards” means the standards, policies, and procedures adopted by a Continuum of Care for providing ESG-CV Eligible Activities pursuant to the requirements of 24 CFR 576.400 (e).

Note: Authority cited: Section 50406(n), Health and Safety Code. Reference: 42 U.S.C. 5302, 42 U.S.C. 11302, 42 U.S.C. 11371, 42 U.S.C. 11373, 24 C.F.R. 576.3 and 24 C.F.R. 576.400.

## 2. Eligible Activities

ESG-CV funds awarded to the Contractor shall be used for the Eligible Activities set forth in Exhibits B and D, as permitted under the CARES Act, and the federal ESG regulations at 24 CFR Part 576. The following additional provisions or requirements shall apply:

- A. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all of the following is provided to the Department prior to the award of funds for these activities and is approved by the Department:
  - 1) Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,

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- 2) Evidence that there is existing funding in the Continuum of Care Service Area for programs that address the needs of the excluded populations for these activities.
- B. Pursuant to OMB requirements, Contractor may permit homeless service providers receiving ESG-CV funds to charge an indirect cost allocation to their grant. The indirect cost allocation may not exceed ten percent of the allowable direct costs under the ESG-CV activity unless a higher limit for the indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective or activity.
  - C. Grantee shall receive approximately five percent (5%) of its ESG-CV Round 1 grant allocation and approximately three percent (3%) of its ESG-CV Round 2 grant allocation for the payment of administrative costs.
  - D. Rental assistance payments provided as part of an RR or HP activity under 24 CFR Part 576.106 typically cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, except as provided in the HUD Waiver issued April 1, 2020 and HUD CPD Notice-20-08 issued September 1, 2020 and must comply with HUD's standard for rent reasonableness as established under 24 CFR Part 982.507. Contact your HCD representative in the Federal Programs Branch for further assistance.
  - E. All provisions of the CARES Act shall apply including, but not limited to the following:
    - 1) The maximum allocation spending cap on Emergency Shelter activities of sixty percent (60%) of the aggregate amount of assistance provided for the contractor established pursuant to section 415(b) of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11374) **shall not apply** to amounts provided under the CARES Act.
    - 2) ESG-CV funding amounts provided under the CARES Act may be used to provide temporary emergency shelters (through leasing of existing property temporary structures, or other means) to prevent, prepare for and respond to Coronavirus, and that such temporary emergency shelters shall not be subject to the minimum periods of use as required by section 416(c)(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11357(c)(1)). Federal habitability and environmental review standards and requirements shall not apply to the use of such ESG-CV funding amounts for those temporary emergency shelters that have been determined necessary to prevent, prepare for, and respond to Coronavirus.
    - 3) ESG-CV funding amounts provided under the CARES Act may be used for training on infectious disease prevention and mitigation and to provide hazard pay, including for time worked prior to the date of enactment of the CARES Act, for staff working directly to prevent, prepare for, and respond to Coronavirus among persons who are homeless or at risk of homelessness, and that such

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activities shall not be considered administrative costs for purposes of the administrative cap.

- 4) None of the ESG-CV funds provided under the CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter.

### **3. State Contract Manual Requirements (Section 3.11, Federally Funded Contracts (Rev. 3/03))**

- 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 congressional appropriation of funds to avoid Program and fiscal delays that would occur if the 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 by the United States Government for the purpose of this Program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reduction in funds.
- D. The Department has the option to invalidate the contract under the thirty (30)- day cancellation clause or to amend the contract to reflect any reduction in funds.

### **4. Sufficiency of Funds and 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 Federal Statutes; the Federal Regulations; the State Regulations; withdrawal of the Department's expenditure authority. 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. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays, which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the Department by the United States Government for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions,

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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.

- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.
- E. The Department has the option to terminate this Agreement under the thirty (30) day cancellation clause or to amend this Agreement to reflect any reduction of funds.

### 5. **Transfers**

Contractor may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the Department and a formal amendment to this Agreement to affect such subcontract or novation.

### 6. **Contractors and Subcontractors**

- A. Contractor, or its subcontractors, shall not enter into any Agreement, written or oral, with any contractor without the prior written determination by the Department of the Contractor's eligibility. A Contractor or subcontractor is not eligible to receive grant funds if the Contractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
- B. The Agreement between the Contractor and any subcontractor shall require the Contractor and its subcontractors, if any, to:
  - 1) Perform the Work in accordance with Federal, State and local housing and building codes, as applicable.
  - 2) Comply with the labor standards described in this Exhibit, Section 20, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
  - 3) Comply with the applicable Equal Opportunity Requirements, described in this Exhibit, Section 14.
  - 4) Maintain at least the minimum State-required worker's compensation insurance for those employees who will perform the Work or any part of it.
  - 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the Department, which is reasonable to compensate any person, firm, or corporation who may be injured

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or damaged by the Contractor or any subcontractor in performing the Work or any part of it.

- 6) Agree to include all the terms of this Agreement in each subcontract.
- C. The Department reserves the right of pre-award review and approval of all proposed contracts and related procurement documents, such as requests for proposals and invitations for bids, where the subcontract amount exceeds \$25,000.00.

### 7. Core Practices

- A. All ESG-CV funded activities shall operate in a manner consistent with the requirements of the CARES Act, including but not limited to prevention, preparation for and response to Coronavirus, among individuals and families who are homeless or receiving homeless assistance and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by Coronavirus and that none of the funds provided under this CARES Act may be used to require people experiencing homelessness to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing or other services.
- B. All service providers receiving ESG-CV funds shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.
- C. The Contractor will establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.
- D. The Contractor will develop and implement procedures to ensure the confidentiality of the records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG-CV program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of the shelter.
- E. If ESG-CV funds are used for shelter operations or essential services related to street outreach or emergency shelter, the Contractor will ensure the subrecipient will provide services or shelter to homeless individuals and families for the period during which the ESG-CV assistance is provided, without regard to a particular site or structure, so long as the Contractor serves the same type of persons (e.g., families with children, unaccompanied youth, veterans, disabled individuals or victims of domestic violence) or persons in the same geographic area.



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- F. The Contractor will ensure the subrecipients will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, counseling, supervision and other services essential for achieving independent living) and other federal, state, local, and private assistance available for such individuals.
- G. To the maximum extent practical, the Contractor and its subrecipients, will involve homeless individuals and families, through employment, volunteer services, or otherwise, in constructing, renovating, maintaining and operating facilities assisted under ESG-CV and in providing services for occupants of facilities assisted by ESG-CV.

### 8. **Shelter and Housing Standards**

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

If Rapid Rehousing or Homeless Prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

### 9. **Inspections**

- A. Contractor shall inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Department reserves the right to inspect any Work performed hereunder to ensure that the Work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. Contractor agrees to require that all non-conforming Work be corrected and to withhold payments to the subrecipient or subcontractor until such Work is corrected.

### 10. **Monitoring Grant Activities**

- A. Contractor shall monitor the activities selected and awarded by them to ensure compliance with all ESG-CV requirements. An onsite monitoring visit of homeless 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

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monitor any subrecipients of the Contractor as the Department deems appropriate based on a risk assessment.

- C. The Department will monitor the performance of Contractor and funded projects based on the performance measures used by HUD in ESG or the Continuum of Care program. In the event that project-level or system-wide performance consistently remains in the lowest quartile compared to all participating Service Areas in the Continuum of Care allocation, the Department will work collaboratively with the Contractor to develop performance improvement plans which will be incorporated into this Standard Agreement.
- D. If it is determined that a Contractor or any of its subrecipients falsified any certification, application information, financial, or contract report, the Contractor shall be required to immediately reimburse the full amount of the ESG-CV award to the Department, and may be prohibited from any further participation in the ESG program. The Department may also impose any other actions permitted under 24 CFR 576.501 (c).
- E. As requested by the Department, the Contractor shall submit to the Department all ESG-CV monitoring documentation necessary to ensure that Contractor and its subrecipients are in continued compliance with all ESG-CV requirements. Such documentation requirements and the submission deadline(s) shall be provided by the Department when the information is requested from the Contractor.

### 11. **Compliance with Federal and State Laws and Regulations**

- A. The Contractor and its subrecipients shall comply with the policies, guidelines and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200.
- B. The Contractor agrees to comply with all federal and state laws and regulations applicable to the ESG-CV Program and to the grant activity(ies), and with any other federal provisions as set forth in this Agreement. The Contractor agrees to comply with all federal and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the Contractor, its contractor or subcontractor and the Work. This includes, but is not limited to, complying with all relevant sections of 2 CFR Part 200.

### 12. **Procurement of Goods and Services**

Prior to the drawdown of ESG-CV funds for the Contractor's purchase of goods or services, Contractor, shall comply with the Procurement Standards contained in 2 CFR 200. Contractor, when procuring goods with ESG-CV funds, must provide the Department with evidence of compliance with these requirements, as applicable.

### 13. **Procurement of Recovered Materials**

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Contractor and its subrecipients 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 exceed \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; 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.

**14. Equal Opportunity Requirements and Responsibilities**

- A. **Title VI of the Civil Rights Act of 1964:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination based on race, color, and/or national origin under any program or activity receiving federal financial assistance.
- B. **Title VII of the Civil Rights Act of 1968 (The Fair Housing Act):** This act prohibits discrimination in housing on the basis of race, color, religion, sex and/or national origin. This law also requires actions which affirmatively promote fair housing.
- C. **Civil Rights Restoration Act of 1987:** This act restores the broad scope of coverage and clarifies the application of the Civil Rights Act of 1964. It also specifies that an institution which receives federal financial assistance is prohibited from discriminating on the basis of race, color, national origin, religion, sex, disability or age in a program or activity which does not directly benefit from such assistance.
- D. **Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]:** This section of Title 1 provides that no person shall be excluded from participation (including employment), denied program benefits, or subject to discrimination on the basis of race, color, national origin, or sex under any program or activity funded in whole or in part under Title 1 of the Act.
- E. **The Fair Housing Amendment Act of 1988:** This act amended the original Fair Housing Act to provide for the protection of families with children and people with disabilities, strengthen punishment for acts of housing discrimination, expand the Justice Department jurisdiction to bring suit on behalf of victims in federal district courts, and create an exemption to the provisions barring discrimination on the basis of familial status for those housing developments that qualify as housing for persons age fifty-five (55) or older.
- F. **The Housing for Older Persons Act of 1995 (HOPA):** Retained the requirement that the housing facilities must have one person who is fifty-five (55) years of age or older living in at least eighty percent (80%) of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons fifty-five (55) or older.

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- G. **The Age Discrimination Act of 1975:** This act provides that no person shall be excluded from participation, denied program benefits, or subject to discrimination on the basis of age under any program or activity receiving federal funding assistance. Effective January 1987, the age cap of seventy (70) was deleted from the laws. Federal law preempts any State law currently in effect on the same topic.
- H. **Section 504 of the Rehabilitation Act of 1973:** It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance. Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- I. **The Americans with Disabilities Act of 1990 (ADA):** This act modifies and expands the Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.
- J. **Executive Order 11063:** This executive order provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in housing and related facilities provided with federal assistance and lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.
- K. **Executive Order 11259:** This executive order provides that the administration of all federal programs and activities relating to housing and urban development be carried out in a manner to further housing opportunities throughout the United States.
- L. **The Equal Employment Opportunity Act:** This act empowers the Equal Employment Opportunity Commission (EEOC) to bring civil action in federal court against private sector employers after the EEOC has investigated the charge, found "probable cause" of discrimination, and failed to obtain a conciliation agreement acceptable to the EEOC. It also brings federal, state, and local governments under the Civil Rights Act of 1964.
- M. **The Immigration Reform and Control Act (IRCA) of 1986:** Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (1-9).

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- N. **The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978:** This manual applies to employee selection procedures in the areas of hiring, retention, promotion, transfer, demotion, dismissal and referral. It is designed to assist employers, labor organizations, employment agencies, licensing and certification boards in complying with the requirements of federal laws prohibiting discriminatory employment.
- O. **The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002):** This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.
- P. **Executive Order 11246:** This executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race.

**15. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance (Section 3)**

The Contractor will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing 24 CFR, Part 135. The responsibilities of the Contractor are outlined in 24 CFR Part 135.32 as follows:

- A. Implementing procedures designed to notify Section 3 residents about training and employment opportunities generated by Section 3 covered assistance and Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance.
- B. Notifying potential subrecipients for Section 3 covered projects of the requirements and incorporating the Section 3 clause set forth in 24 CFR Part Section 135.38 in all solicitations and contracts in excess of \$100,000.00.
- C. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns by undertaking activities such as described in the appendix to this part, as appropriate, to reach the goals set forth in 24 CFR Part Section 135.30. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 residents and contract award to Section 3 business concerns that exceed those specified in 24 CFR Part Section 135.30.
- D. Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the subrecipient has notice or knowledge that the Contractor has been found in violation of the regulations in 24 CFR Part 135.

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- E. Documenting actions taken to comply with the requirements of this part, the results of those actions taken and impediments, if any.
- F. A Contractor which distributes funds for Section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 24 CFR Part Section 135.30 regardless of the number of local governments receiving funds from the Section 3 covered assistance which meet the thresholds for applicability set forth at 24 CFR Part Section 135.30. The State must inform units of local government to whom funds are distributed of the requirements of this part; assist local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

**16. Affirmative Outreach**

- A. Contractor or its subrecipients must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the Contractor or its subrecipients intends to use to make known the availability of its 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 Contractor or its subrecipients must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services.
- B. Contractor or 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, applicants are also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

**17. Environmental Requirements**

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). Contractor assumes responsibility to fully comply with CEQA's requirements regarding the Work. In addition, Contractor shall comply with the environmental requirements of 24 CFR Part 576.407 subdivision (d). The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, 24 CFR Section 576.407 subdivision (d) and completion by the State and the U.S. Department of Housing and Urban Development of all applicable review and approval requirements.

The Contractor shall supply all available, relevant information necessary for the Department to perform for each property any environmental review as required under 24 CFR Part 50. The Contractor shall also carry out mitigating measures required by the Department or select an

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alternate eligible property. HUD may eliminate from consideration any application that would require an Environmental Impact Statement (EIS).

The subrecipient, or any contractor of the subrecipient, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project, or commit or expend ESG-CV or local funds for eligible activities under this part, until HUD has performed an environmental review under 24 CFR Part 50 and the subrecipient has received HUD approval of the property, except as permitted related to temporary shelters per the CARES Act, Title XII, Homeless Assistance Grants Section. For all funded applications, the Department will inform the subrecipient any required additional environmental review.

**18. Clean Air and Water Acts**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

**19. Lead-Based Paint Hazards**

The assistance provided under this Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 – 4845), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 - 4856). Activities performed with the assistance provided under this Agreement are subject to 24 CFR, Part 35.

**20. Prevailing Wages**

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure that the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of the Labor Code (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement “construction work” includes but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the “Construction Contract”). Where the Construction Contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the “awarding body” as defined in the Labor Code. Where the Contractor will provide funds to a third party that will enter into the Construction Contract with a licensed building contractor, the third party shall serve as the “awarding body”.
- C. The Construction Contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a

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certificate from the awarding body that prevailing wages have been or will be paid when required by Section 1720 et. seq. of the Labor Code.

### 21. **Matching Funds**

Per the CARES Act, the amounts provided under the ESG-CV funding shall not be subject to match requirements that otherwise apply to ESG funding.

### 22. **Assurance of Compliance with the “Violence Against Women Reauthorization Act of 2013” (VAWA) (S.47 - 113th Congress (2013-2014)) (as amended or reauthorized) Title VI - Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603**

VAWA provides housing protections for survivors of domestic and dating violence, sexual assault, and stalking when it comes to finding and keeping a home they can feel safe in.

VAWA applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistently with all nondiscrimination and fair housing requirements. VAWA now expands housing protections to HUD programs beyond HUD’s public housing program and HUD’s tenant-based and project-based Section 8 programs. VAWA now provides enhanced protections and options for victims of domestic violence, dating violence, sexual assault, and stalking.

During the performance of this Agreement, the Contractor or its subrecipients assure that:

- A. Domestic Violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking.
- B. It will implement an “emergency transfer plan”, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety.
- C. It will provide “protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.”
- D. It will implement a “low-barrier certification process” where a domestic violence survivor need only to self-certify in order to document the domestic violence, dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

### 23. **Liability Insurance**

Unless otherwise approved in writing, Contractor shall have and maintain in full force and effect



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during the term(s) of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the Department named as an additional insured. Prior to drawdown of funds, Contractor shall provide a valid certificate of insurance to the Department's Program Representative for review and approval.

**24. Reporting and Recordkeeping**

- A. By July 31 of each year, Contractor shall submit an Annual Performance Report to the Department. In accordance with federal reporting requirements, the report will include, but will not be limited to, beneficiary data, Minority Owned Business/Women Owned Business (MBE/WBE) data, and Section 3 data, if applicable.
- B. Contractor shall submit, within thirty (30) days after the end of the State-designated reporting period, in a manner and format approved by the Department, a Request for Funds (RFF) and Detailed Expense Report (DER). Compliance reports shall be submitted as specified by the Department. Close-out-of-grant progress reports shall be submitted within sixty (60) days after the end of the reporting period.
- C. Contractor shall manage and maintain all client data information using a Homeless Management Information System (HMIS) or comparable data system (defined as a separate data system that collects required HMIS and ESG data elements and complies with HUD Data and Technical Standards). Contractor shall collect all program data elements using the HMIS and comply with all reporting requirements.
- D. Contractor shall maintain all fiscal and program records pertaining to the ESG-CV Grant for a period of three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

NOTE: Record retention is based on *the Department's HUD closing date; NOT three (3) years from this Agreement expiration.* The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement.

- E. Contractor shall submit required reports on forms approved by the Department.

**25. Audit/Retention and Inspection of Records**

- A. Contractor agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49 Contractor agrees that the Department, the Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for three (3) years after the Department closes its HUD grant or any other period specified in 24 CFR §576.500 (y).

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NOTE: Record retention is based on the Department's HUD closing date; NOT three (3) years from this Agreement expiration. The retention requirement can extend beyond three (3) years after this Agreement expires. Therefore, the Contractor must contact the Department for the specific record retention date for this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Department to audit records and interview staff in any subcontract related to performance of this Agreement.

- B. The audit shall be performed by a qualified State, local or independent auditor. Contractor shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- C. Private Nonprofit Organization and Unit of General-Purpose Local Government contractors shall comply with the audit requirements contained in 2 CFR Part 200.

### 26. **Faith-Based Activities**

Contractor and its subrecipients shall not require, as a condition of Program Participant housing, participation by Program Participants in any religious or philosophical ritual, service, meeting or rite. Contractor and its subrecipients listed in Exhibit B shall also comply with the requirements of 24 CFR Section 576.406 of the Federal Regulations.

### 27. **Interest of Members, Officers or Employees of Contractors, Members of Local Governing Body**

Pursuant to 24 CFR 576.404, in addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person:

- A. Who is an employee, agent, consultant, officer or elected or appointed official of the Contractor (or of any designated public agency); and,
- B. Who exercises or has exercised any functions or responsibilities with respect to assisted activities; or,
- C. 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 him or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. HUD may grant an exception to this exclusion as provided in 24 CFR §570.611 (d) and (e).

### 28. **Anti-Lobbying Certification**

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The Contractor shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this grant and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and no more than \$100,000.00 for such failure.

- A. 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 this 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.

### 29. Waivers

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

### 30. Litigation

- A. If any provision of this Agreement, or any 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. Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of 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

### 31. Sanctions

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The Department may impose sanctions, as well as any other remedies available to it under law, on Contractor or its subrecipients, for failure to abide by any State and Federal laws and regulations applicable to the ESG-CV Program. Such sanctions include:

- A. Conditioning a future grant on compliance with specific laws of regulations;
- B. Directing Contractor or its subrecipients to stop incurring costs under the current grant;
- C. Requiring that some or the entire grant amount is remitted to the Department;
- D. Reducing or disencumbering some or all of the amount of grant funds Contractor would otherwise be entitled to receive;
- E. Electing not to award future grant funds to Contractor, unless and until appropriate actions are taken by the Contractor to ensure compliance; and/or,
- F. Taking any other actions permitted pursuant to 24 CFR 576.501.

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## SERVICES AGREEMENT

This AGREEMENT, dated as of June 1, 2021 between RAPID RESULTS INSTITUTE, INC. ("RRI"), a Connecticut not-for-profit corporation with offices in Stamford, CT and Kings Tulare Homeless Alliance ("Client") a(n) not for profit organization with offices in Visalia, CA and sets forth the terms and conditions under which Client has retained RRI to provide the services described herein.

1. **Acceptance of Engagement:** RRI hereby accepts engagement for compensation and on the terms and conditions provided hereunder, and agrees to use its best efforts to render the services to be provided hereunder. Furthermore, RRI agrees, except where otherwise noted, to furnish all personnel, facilities, equipment, materials, supplies required to perform the Scope of Services as specified in Exhibit 1 and any other subsequent exhibits.
2. **Scope of Services:** The client has requested provision of the services referred to in Exhibit 1. RRI has agreed to provide those services on the terms and conditions set forth in this Agreement. Client and RRI, by mutual agreement, can add exhibits to this Agreement outlining Terms of Reference and compensation terms for new assignments. These exhibits will be executed as new assignments emerge.
3. **Nature of Services:** RRI is responsible for ensuring that it can fulfill its obligations under this Agreement and must provide Client advance notice of any proposed change in regards to scope and all conditions stipulated in Exhibit 1 and any subsequent exhibits before making said change. This Agreement is solely between RRI and Client and there are no third parties. RRI agrees to devote such time to the performance of services hereunder as is necessary to successfully complete the scope as described above. RRI agrees to act under the direction of Client in providing all services under this agreement.
4. **Term of Agreement:** The term of this Agreement is described in Exhibit 1 and any subsequent exhibits.
5. **Termination:** This Agreement can be terminated by either party with or without cause at any time upon thirty (30) days prior written notice to the other party. If this agreement is terminated prior to the anticipated end date, Client will be required to pay for services and RRI will be required to provide services until the actual termination date occurs. For purposes of this section, written notice shall be considered to have been given if made via postal mail, courier service, telefax, email, or any other form of written communication and is either actually received by the recipient, or is delivered (with reasonable evidence of delivery) to the address of the recipient last provided by the recipient.
6. **Project Officers:** RRI and Client designate as project officers the persons named in Exhibit 1 ("Project Officers"). These individuals will be the primary points of contact and source instructions from Client. The Project Officers are authorized to give notices and consents and to agree to variation to the terms of this Agreement on behalf of the respective parties. Either RRI or Client may change its designated Project Officer from time to time by notice in writing to the

other party. Any changes to any part of this Agreement will only be binding on the parties if agreed to and approved in writing by the Project Officers.

**7. Intellectual Property:** For purposes of this Agreement, Intellectual Property shall mean patented and unpatented inventions, copyrighted works, methodologies, processes, technologies, algorithms, trade secrets, know-how and proprietary information of either party (“Intellectual Property”). It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any Intellectual Property of the other party which is owned, controlled, acquired, developed, authored, conceived or reduced to practice independent of this Agreement or prior to the date of this Agreement, regardless of whether such Intellectual Property in embodied in any materials provided to the other hereunder.

Each party shall retain title to any Intellectual Property if developed, authored, conceived, or reduced to practice independently and solely by that party during the performance of this Agreement with the other party’s Intellectual Property. In such event, no license, express or implied, shall insure to the benefit of the other participating party to prepare copies and derivative works of such copyrighted works or to make, use or sell products or processes incorporating such Intellectual Property, except as expressly provided herein or in subsequent agreements between the parties.

**8. Confidentiality:** RRI agrees not to use to RRI’s own advantage or to Client’s detriment or for any other purpose, or to disclose to any other person or entity, any confidential information belonging or relating to Client, any affiliate of Client or any client or former client of Client. Such confidential information shall include but not be limited to information regarding the identification of or any information regarding the persons, companies or other entities for which Client acts as consultant, any sales and marketing techniques, and other techniques, philosophies and methods, and related information, confidential customer information (whether or not covered by a separate confidentiality agreement with a client), client lists, projects, systems, strategies, plans, methods, procedures, financial data (including but not limited to any audited or unaudited financial statements), banking information, tax returns or related information, any information regarding Client’s employees or independent contractors, or any other trade secrets or proprietary information not available to the public.

**9. Non-Competition:** Other than with the express written consent of Client, which will not be unreasonably withheld, RRI will not, during the continuance of this Agreement, be directly or indirectly involved with a business which is in direct competition with the particular business line of Client, divert or attempt to divert from Client any business Client has enjoyed, solicited, or attempted to solicit, from other individuals or corporations, prior to termination of this Agreement.

**10. Non-Solicitation of Employees:** Without the prior written consent of the other party, neither party shall directly recruit or hire any personnel of the other party who are or have been assigned to perform work on this Program during the duration of this Agreement; provided, however, the foregoing provision will not prevent either party from hiring any such person: i) who contacts that party on his or her own initiative without any direct solicitation by or encouragement from or on

behalf of the other party; ii) as a result of placing general advertisements in trade journals, newspapers or similar publications which are not directed at the other party or its employees; or iii) as a result of the efforts of recruiters who contact such persons on their own initiative without any encouragement or direction from or on behalf of the other party relating to that party or its employees.

**11. Return of Property:** Upon the expiration or termination of this Agreement or at the request of Client, whichever is earlier, RRI will deliver promptly to Client all documents and copies of any and all documents, copies, notes, computer files, and any other form of recording in RRI's possession which relate to the business of Client, its affiliates, clients and prospective clients. This restriction shall not apply to information:

- a. which is or becomes public knowledge (through no fault of RRI), or
- b. which is lawfully available to RRI from an independent third party not in violation of any agreement with Client (and such lawful right can be properly demonstrated by RRI) or
- c. which is already in RRI's possession at the time of receipt from Client other than as a result of the breach by another party of any agreement with Client (and such lawful right can be properly demonstrated by RRI) or
- d. which is required by law, regulation, rule act or order of any governmental authority or agency to be disclosed by RRI; provided, however, that RRI gives Client sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such information and thereafter discloses only the minimum information required to be disclosed in order to comply.

**12. Assignment:** This Agreement shall bind and inure to the benefit of RRI, Client and their respective heirs, successors and assigns. Neither Party may assign, transfer, sell or in any way encumber its interest, in whole or in part herein without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. For the purpose of this Agreement, any corporate merger, acquisition, or similar change in ownership shall not be considered an assignment.

**13. Limitation of Liability:** Client assumes no liability, expressed or implied, for the actions or failure to act by RRI. RRI is solely responsible for its conduct.

**14. Mutual Indemnification:**

- a. RRI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by RRI's negligent performance or professional services under this Agreement and that of its subcontractors or anyone for whom RRI is legally liable.
- b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless RRI, its officers, directors and employees (collectively, RRI) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Client's negligent performance or professional services under this Agreement and that of its subcontractors or anyone for whom Client is legally liable.

c. Neither the Client nor RRI shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

**15. Publicity:** No news release, public announcement, advertisement or publicity concerning this Agreement, any proposals, any resulting contracts, or any subcontracts to be carried out hereunder, shall be released by RRI without the prior written consent of Client, which consent shall not be unreasonably withheld or delayed.

**16. Force Majeure:** Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of God; acts of terrorism; acts of third persons; acts of clients; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages, weather conditions; or other causes beyond the reasonable control of such party.

**17. Severability:** If any part of this agreement is determined to be invalid by a court of law or other agency, this agreement will continue in full force and effect, as if the affected provision had not been included, unless such provisions are integral to the full agreement, making it impossible to complete. If a provision is deemed to be invalid, the parties will have the opportunity to revise the agreement to reflect their intent.

**18. Independent Contractor:** The parties are independent contractors with respect to each other, and nothing in this Agreement shall constitute, create or give effect to any employer-employee relationship, association, affiliation, partnership, joint venture, any type of formal business relationship, legal entity, or agency relationship between the parties. The rights and obligations of the parties shall be limited to those expressly set forth herein. Neither party is the agent of the other nor may either party bind the other. Each party shall be fully responsible for all supervision, performance, activities, and liabilities due to, incurred by, or because of its personnel, and its personnel shall in no sense be considered employees of the other. While engaged throughout the Term of this Agreement, RRI indemnifies Client in respect to any liability RRI may have to its resources in the event that RRI is injured working at, or in the course of traveling to or from, any sites.

**19. Limitation of Authority:** This Agreement does not authorize RRI, its agents, employees or subcontractors to execute any agreements, or bind Client in any manner, or make any charges or incur or assume any obligations, liabilities or responsibilities of Client to perform any other act in the name of, or on behalf of, Client other than in accordance with the terms and conditions specified herein.

**20. Dispute Resolution:** Any claim, controversy, or dispute concerning questions of fact or law arising out of or relating to this Agreement, to performance by either party hereunder, or to the threatened, alleged, or actual breach thereof by either party, which is not disposed of by mutual agreement with a period of thirty (30) days after one party has provided written notice of the dispute to the other, shall be subject to executive level review by RRI and the Client. If this



review is not successful within sixty (60) days, then the dispute shall be arbitrated pursuant to the Commercial Rules of the American Arbitration Association, before an arbitrator mutually agreed to by the parties. Any such arbitration shall occur in the Stamford, CT metropolitan area or elsewhere as mutually agreed to by the parties. The decision of the arbitrator shall be final and conclusive upon the parties. The arbitrators also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief the arbitrators deem just and equitable and within the scope of this Agreement, including an injunction or order for specific performance. The award of the arbitrators shall be the sole and exclusive remedy of the parties (except for those remedies set forth in this Agreement). Judgment on the award rendered by the arbitrators may be enforced in any court having competent jurisdiction thereof, subject only to revocation on the grounds of fraud or clear bias on the part of the arbitrators. Each party shall bear its own costs and shall equally share the American Arbitration Association costs attributed to the resolution of the parties' matter. The parties further agree that no decision rendered by the arbitrators shall include punitive, special, incidental or consequential damages against either party.

**21. Waiver:** The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**22. Jointly Drafted:** The terms of this Agreement have been negotiated at arm's length between the parties and shall be deemed to have been drafted by both parties.

**23. Time of the Essence:** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**24. Applicable Law:** This Agreement is being executed and delivered in, and shall be construed and enforced for all purposes and in all respects in accordance with the laws of the State of Connecticut.

**25. Headings:** The headings herein are for convenience of reference only and shall not be deemed to be part of the substance of this Agreement.

**26. Mail and Notices:**

All mail directed to Client shall be sent to:

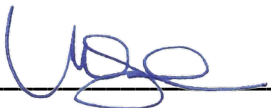
**Michael Smith  
Executive Director  
Kings Tulare Homeless Alliance  
PO Box 1742  
Visalia, CA 93279**

All mail directed to RRI shall be sent to:

Linda Ritacco  
Accounting  
Rapid Results Institute, Inc.  
Six Landmark Square  
Suite 400  
Stamford, CT 06901

**27. Entire Agreement:** This Agreement sets forth the entire Agreement between the parties with respect to the subject hereof and may be changed only by a written Agreement signed by both parties. The parties acknowledge that they have read this Agreement and agree to be bound by its terms.

Kings Tulare Homeless Alliance

By  \_\_\_\_\_ Dated: 5/25/2021

Its Duly Authorized

RAPID RESULTS INSTITUTE, INC.

  
By \_\_\_\_\_ Dated: 05/21/2021

Its Duly Authorized

## EXHIBIT 1

### Term:

**Commencement Date: 6/1/2021**

**Completion Date: 11/8/21**

### Compensation:

**A total contract value of \$39,815 payable as follows:**

- Upon signing of the contract: (20%) \$7,963
- Completion of Launch Workshop: (30%) \$11,944.50
- Completion of Sustainability Review: (30%) \$11,944.50
- Completion of What's Next Workshop: (20%) \$7,963

**Invoices are payable within 30 days upon receipt of invoice from Consultant.**

**Scope of Services: See Annex 1**

### Project Officers:

- 1. Rapid Results Institute, Inc: Sean Whitten, Director of Programs, U.S.**
- 2. Kings Tulare Homeless Alliance: Machael Smith, Executive Director**

## ANNEX

# Accelerating Community Application of Emergency & Mainstream Housing Vouchers by Launching a 100-Day Challenge in Kings Tulare, CA *June, 2021*

## BACKGROUND

Homelessness is a complex social problem. Some of the elements of what is needed in a coordinated community response to solve this problem are known: coordinated identification and outreach, adoption of a common assessment process, and a prioritization and referral process based on proven principles such as Housing First. However, knowing the elements of coordinated community response is not sufficient. As communities receive new resources stemming from COVID-19 emergency support, new and complex issues and decisions arise. Kings Tulare Homeless Alliance is overseeing the disbursement and application of 92 Mainstream Housing Vouchers (MHVs), and 142 Emergency Housing Vouchers (EHVs). They plan to utilize the framework of the 100 Day Challenge to rapidly assign these vouchers and help recipients to find suitable housing opportunities. As many communities across the country have discovered in tackling homelessness, it is equally critical to engage stakeholders, including people with lived experience, in discovering these solutions for themselves, knitting them together in ways that fit their local aspirations and constraints, and combining them with new solutions that may be unique to their local context. This process creates ownership of the solutions, and it increases the odds that these are implemented with the passion and creativity needed to turn solutions into sustained impact.

## CONNECTING SOLUTIONS TO IMPACT: *100-Day Challenges*

The 100-Day Challenge is an approach pioneered by the Rapid Results Institute (RRI) that is designed to inspire and enable intense collaboration, continuous innovation, and fast and disciplined execution. Rapid Results 100-Day Challenges are choreographed and supported using Rapid Results principles, including a commitment to seemingly impossible goals, space for frontline teams to innovate and experiment full agency and self-governance by these teams during their 100-Day Journey, inclusive decision making, and high visibility and transparency.

The net impact of these 100-Day Challenges is three-fold:

1. Dramatic increases in performance, which are inspired by an unreasonably ambitious 100-Day Goals
2. Insights about patterns in the systems that enable or limit performance and initial shifts in these systems.

3. Transformative experiences for team members and leaders involved, which includes deeper connections with each other, a stronger sense of agency and confidence in leading change, and appreciation for the power of working in a purposeful, autonomous, and agile team

The work program below describes how RRI will work with (PARTNER ORG) and the local community to implement a 100-Day Challenge.

## **OVERVIEW OF PROPOSED RRI 100-DAY CHALLENGE: *Three-Phased Approach***

The three phases of the RRI work program are:

Phase 1: Mobilization and Direction Setting (1-2 months)

Phase 2: Implementation of the 100-Day Challenge (3 months)

Phase 3: Helping Leaders Lock in the Gains (1-2 month)

In order to have some clarity on these phases, it is important to understand the cast of characters involved in this work, including the Catalyst from the Rapid Results Institute.

The purpose of the first phase is to enlist leaders in the effort, ensure community alignment on the focus of the 100-Day Challenge, and register the importance of approaching these in the somewhat unconventional *Rapid Results* way. This phase ends when the System Leaders identify members of the 100-Day Team, pose a unified challenge to them, and elect the Sponsors.

The second phase begins with an intensive Launch Workshop that results in an enthusiastic 100-Day Team committed to the 100-Day Goal they set for themselves and to the work plan they developed to achieve this goal. After the launch workshop, the 100-day countdown begins, with the team experiencing intensive levels of innovation, collaboration, and execution.

The third phase focuses on locking in the gains and continuing this model of innovation, collaboration, and execution. This will be accomplished during the What's Next Workshop, approximately 30 days after the completion of the 100 Day Challenge.

RRI's initial budget estimates are \$39,815 for supporting the three phases. This amount is for working with one community, which means one 100-Day Challenge Team.

### **DETAILED WORK PROGRAM**

#### **1) Mobilization and Direction Setting (1 month)**

The Rapid Results Catalyst will conduct interviews with key stakeholders to begin mapping out efforts underway and existing relationships. This will include initial conversations with the Community Leaders (such as Executive Directors of organizations, City and County partners, Individuals with lived experience, and leaders from adjacent systems such as

Justice , Social Services, and Behavioral Health ) to create a process for inviting key community stakeholders to express interest in the effort. These conversations will help the Catalyst and the key community stakeholders plan and prepare for the *System Leader Design Session*. The objectives of the workshop are to finalize a focus area, select Sponsors, identify team members, and build an understanding of the process. The scope of the initial 100-Day Challenge might include building a coordinated community response, and it could focus on specific aspects of the system or one or more specific subpopulations. [Note: *The 100-Day Goal will be set by the 100-Day Team at the Launch Workshop.*] The Rapid Results Catalyst will facilitate the System Leader Design Session.

During this phase, the Rapid Results Catalysts will:

- Gain an understanding of current efforts, relationships, and possible focus areas for the 100-Day Challenge
- Work with and confirm that a core group of leaders are committed to the process and initial focus area in preparation for the System Leader Design Session
- Create a strategy for the System Leader Design Session and facilitate the workshop in order to enroll System Leaders in the effort and get them ready for the Launch Workshop and 100-Day Challenge
- Work with Sponsors to finalize the Challenge Note and recruit team members
- Provide an Orientation Video for team members to provide clarity about what is about to happen and ideas on how to prepare

## 2) Implementation of the 100-Day Challenge

The Launch Workshop is a highly choreographed convening where the 100-Day Challenge Team and Sponsors come together to set the 100-Day Goal, develop their 100-Day Action Plan, and agree on how they will work together during the 100-Day Journey.

Exactly one week following the Launch Workshop will be Day 1 of the 100-Day Challenge: the collaboration + innovation + execution phase. This phase includes two additional workshops, the Mid-Point Review and the Sustainability Workshop. The Mid-Point Review occurs around Day 50. It is an opportunity to reflect on the first 50 days of the journey and recommit, clarify, and update the plan so the remaining 50 days are as effective as possible. The 100-Day Challenge culminates with a Sustainability Workshop where the 100-Day Challenge Team and Sponsors come back together to lock in the gains, identify system shifts and figure out how to move forward. Most of the heavy lifting up until the Sustainability Workshop will be done by the 100-Day Teams, with support from their Sponsors. Sponsors take on a leading role at the Sustainability Workshop and beyond.

During this phase, the Rapid Results Catalyst will:

- Design, prepare and facilitate the three convenings: Launch Workshop, Mid-Point Review, and Sustainability Workshop
- Provide immediate support to the new Team Leaders after the Launch to utilize mechanisms for tracking progress on the goal, managing the action plan, and creating an online space for the team to communicate and stay organized

- *By providing Teams with tools, templates, and technology enablers, RRI will help the local community navigate the 100-Day Journey in a more focused, reflective, and replicable way.*
- Connect with Team Leads, Sponsors, and Team Members remotely to work through obstacles and opportunities
- Continue monitoring and evaluation strategies to capture feedback and insights from key stakeholders

### 3) Helping Leaders Lock in the Gains (30 day)

This final phase will start immediately after the Sustainability Workshop. The Rapid Results Catalyst will continue to support the team as they prepare for the What's Next Workshop, the final event of the 100-Day Challenge. The outcomes from the Sustainability Workshop include reflections on the journey from Team Members and Sponsors, action plans to lock in and continue the work, and proposals back to System Leaders. The What's Next Workshop brings together Team Members and System Leaders. This is an opportunity to learn what happened, determine the next steps, and lock in new ways of working together. Sponsors play a key role in mobilizing the System leaders to use what was learned during the Challenge as they chart the way forward.

During this phase the Rapid Results Catalyst will:

- Work with Sponsors and Team Leaders to review and solidify the plans from the Sustainability Workshop and agree on an accountability structure to ensure these are implemented
- Support Sponsors and others in the community in designing and leading the What's Next Workshop in the community
- Provide support for communicating the outcomes of the work in order to build awareness and support

## BUDGET SUMMARY

### 1. RRI Costs and Expenses

	Fees	Expenses	Total
Mobilization and Direction Setting <i>(1 month pre-Launch through Launch Event)</i>	\$14,764	\$0	<b>\$14,764</b>
100-Day Challenge <i>(3-4 months from Launch Workshop through Sustainability Workshop)</i>	\$16,724	\$0	<b>\$16,724</b>
Locking in the Gains <i>(1 month post-100-Day Journey)</i>	\$8,328	\$0	<b>\$8,328</b>
<b>Total</b>	<b>\$39,816</b>	<b>\$0</b>	<b>\$39,816</b>



**Start of Next Document**

**Kings/Tulare Homeless Alliance  
FY 2020/21 - AMENDED BUDGET (06.08.21)**

Year Totals	2021 <i>Hours worked</i> <i>% Time Worked</i>	COVID-19	Flex Fund	K/T CoC	Landlord Mitigation Fund	LINC	Stardust	CDBG	CES 1	ESG-CV 1	ESG-CV 2	HUD Planning	HEAP	HHAP	18 CESH	19 CESH
		0.00	0.00	0.00	0.00	0.00	818.67	1009.68	4925.73	2399.76	0.00	1670.82	632.78	408.47	4245.35	274.54
		0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	6.16%	30.06%	14.65%	0.00%	10.20%	3.86%	2.49%	25.91%	1.68%
<b>Income</b>								<b>\$ 43,500.00</b>	<b>\$ 192,090.00</b>			<b>\$ 30,518.74</b>	<b>\$ 1,758,317.74</b>			
Grant Funding	3,117,292.71		9,782.82	156,625.00	4,055.81	11,471.74		43,500.00	192,090.00	268,409.32	86.56	23,775.91	1,758,317.74	117,846.72	515,085.78	16,245.31
Foundation/Trust Grants	103,971.76	103,971.76														
Membership Dues	6,625.00			6,625.00												
Program Income	43,969.63			279.81			43,735.21									
Individual Contributions	16,631.40			16,631.40												
<b>Total Income</b>	<b>\$ 3,288,490.50</b>	<b>\$ 103,971.76</b>	<b>\$ 9,782.82</b>	<b>\$ 180,161.21</b>	<b>\$ 4,055.81</b>	<b>\$ 11,471.74</b>	<b>\$ 43,735.21</b>	<b>\$ 43,500.00</b>	<b>\$ 192,090.00</b>	<b>\$ 268,409.32</b>	<b>\$ 86.56</b>	<b>\$ 23,775.91</b>	<b>\$ 1,758,317.74</b>	<b>\$ 117,846.72</b>	<b>\$ 515,085.78</b>	<b>\$ 16,245.31</b>
<b>Direct Shared Costs</b>																
Business Registration Fees	75.00	-	-	-	-	-	-	6.22	25.19	5.20	-	13.40	4.49	2.83	9.18	8.49
Business Taxes (unsecured)	369.90	-	-	-	-	-	6.77	33.65	120.91	29.37	-	63.66	20.58	11.45	53.50	30.00
Accounting Fees	41,850.31	-	-	0.01	-	-	1,947.21	2,808.93	11,981.55	5,339.41	-	5,031.79	1,658.11	1,203.94	10,057.54	1,821.81
Books, Subscriptions, Reference	357.30	-	-	-	-	-	13.73	15.57	113.46	54.09	-	26.80	16.87	10.75	101.03	5.02
Postage, Mailing Service	1,042.68	-	-	0.01	-	-	62.76	64.32	311.64	151.28	-	101.47	37.43	24.56	278.51	10.69
Printing and Copying	61.98	-	-	-	-	-	2.99	3.47	15.69	9.52	-	6.00	2.67	1.58	19.17	0.89
Supplies	2,584.11	-	-	(0.01)	-	-	138.52	150.62	789.65	387.76	-	254.98	91.68	62.15	672.83	35.92
Software	4,014.53	-	-	0.01	-	-	206.46	276.55	1,248.61	523.00	-	462.71	175.57	106.27	849.89	165.44
Telecommunications	4,229.78	-	-	-	-	-	227.53	244.61	1,282.92	633.32	-	412.22	153.39	104.18	1,102.83	68.77
Equipment	600.59	-	-	(0.01)	-	-	54.11	23.36	184.43	109.96	-	41.44	10.08	11.40	162.09	3.73
Hosting Fees	268.33	-	-	-	-	-	1.50	20.91	87.39	22.47	-	44.31	15.25	9.56	41.54	25.40
Bank Service Charges	1.80	-	-	(0.01)	-	-	0.13	0.13	0.56	0.25	-	0.17	0.07	0.05	0.46	-
Rent	15,036.00	-	-	0.01	-	-	721.41	933.93	4,531.76	2,176.28	-	1,564.96	589.93	380.00	3,853.59	284.11
Utilities	931.48	-	-	-	-	-	47.87	59.37	279.64	133.62	-	98.12	34.85	22.85	238.53	16.61
Repairs/Maintenance	2,752.43	-	-	-	-	-	114.06	160.08	826.32	398.61	-	281.60	112.81	75.71	713.07	70.15
Advertising Expenses	30.00	-	-	-	-	-	2.36	1.57	8.65	5.06	-	2.24	0.64	0.67	8.64	0.17
Insurance - Liability, D and O	4,409.98	-	-	-	-	-	271.74	241.20	1,334.58	701.98	-	413.80	136.77	101.11	1,140.61	68.19
Memberships and Dues	892.48	-	-	-	-	-	56.62	47.34	269.39	145.64	-	80.61	27.28	20.33	231.48	13.78
Training/Staff Develop	140.59	-	-	-	-	-	5.40	7.11	44.89	21.27	-	14.44	4.72	3.52	37.02	2.22
Payroll Service	151.19	-	-	0.01	-	-	3.79	11.58	48.82	16.54	-	21.80	7.11	4.16	30.46	6.93
Equipment/Rentals	521.40	-	-	-	-	-	-	20.92	171.26	94.12	-	44.45	27.45	16.99	136.57	9.64
Security	169.13	-	-	-	-	-	10.28	7.70	53.11	27.92	-	14.91	4.44	3.79	45.01	1.97
Travel	544.88	-	-	(0.03)	-	-	17.50	29.54	165.07	85.00	-	54.29	22.39	14.67	147.72	8.72
	<b>\$ 81,035.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (0.01)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,912.75</b>	<b>\$ 5,168.68</b>	<b>\$ 23,895.48</b>	<b>\$ 11,071.68</b>	<b>\$ -</b>	<b>\$ 9,050.16</b>	<b>\$ 3,154.58</b>	<b>\$ 2,192.52</b>	<b>\$ 19,931.27</b>	<b>\$ 2,658.66</b>

Year Totals	2021	COVID-19	Flex Fund	K/T CoC	Landlord Mitigation Fund	LINC	Stardust	CDBG	CES 1	ESG-CV 1	ESG-CV 2	HUD Planning	HEAP	HHAP	18 CESH	19 CESH	
		Hours worked	0.00	0.00	0.00	0.00	0.00	818.67	1009.68	4925.73	2399.76	0.00	1670.82	632.78	408.47	4245.35	274.54
		% Time Worked	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	6.16%	30.06%	14.65%	0.00%	10.20%	3.86%	2.49%	25.91%	1.68%
<b>Direct Expenses</b>																	
Business Registration Fees	16.24	-	-	(0.02)	-	-	-	4.56	5.24	(5.88)	-	(19.46)	2.62	0.74	16.34	12.10	
<b>CONTRACT SERVICES</b>	1,919.02	-	-	0.02	-	-	-	77.28	674.90	473.28	-	83.58	7.86	23.36	564.70	14.04	
Outside Contract Services	36,087.78	-	-	-	-	-	-	-	-	-	-	-	-	-	36,087.78	-	
<b>OPERATIONS</b>	9,461.54	98.04	-	3,354.84	-	81.24	-	50.34	4,085.36	1,367.40	21.64	-	(25.74)	(53.56)	310.58	171.40	
Books, Subscriptions, Reference	107.70	-	-	107.70	-	-	-	-	-	-	-	(13.97)	-	-	13.97	-	
Postage, Mailing Service	170.26	-	-	22.52	-	55.00	-	-	1.36	-	-	(21.84)	-	-	113.22	-	
Supplies	3,161.12	75.14	-	111.60	-	188.73	-	-	1,027.93	1,153.13	64.92	(1.24)	-	-	540.91	-	
Software	547.09	-	-	-	-	-	-	-	213.42	223.19	-	(182.43)	-	-	292.91	-	
Telecommunications	2,717.19	-	-	0.01	-	-	-	-	1,737.27	531.42	-	(144.21)	-	-	592.70	-	
Equipment	168,509.53	-	-	166,408.00	-	-	-	-	1,018.86	1,082.67	-	-	-	-	-	-	
Hosting Fees	737.88	-	-	-	-	-	-	-	-	737.88	-	(41.30)	-	-	41.30	-	
Bank Service Charges	51.56	-	-	51.56	-	-	-	-	-	-	-	-	-	-	-	-	
Repairs/Maintenance	3,336.75	219.00	-	-	3,041.85	-	-	-	-	75.90	-	(142.34)	-	-	142.34	-	
<b>OTHER TYPES OF EXPENSES</b>	14,949.90	-	-	77.26	-	-	-	13,882.04	315.08	217.44	-	40.92	(12.38)	15.80	395.20	18.54	
Advertising Expenses	2,167.23	-	-	-	-	2,000.00	-	-	-	17.23	-	-	-	-	150.00	-	
Training/Staff Development	1,024.94	-	-	54.00	-	-	-	-	734.84	80.69	-	(10.31)	-	-	165.72	-	
Employee Recognition	198.96	-	-	198.96	-	-	-	-	-	-	-	-	-	-	-	-	
<b>PROGRAM EXPENSES</b>	617.11	-	-	-	-	-	-	9.54	171.26	436.31	-	-	-	-	-	-	
<b>PROGRAM SUPPLIES</b>	13,296.01	5,212.08	-	-	-	-	-	-	-	7,950.79	-	-	-	-	133.14	-	
Equipment/Rentals	17,303.72	16,277.32	-	-	-	1,026.40	-	-	-	-	-	(44.45)	-	-	44.45	-	
<b>CLIENT CONSUMABLES</b>	4,928.67	-	-	-	-	4,928.67	-	-	-	-	-	-	-	-	-	-	
Stipend	800.00	100.00	700.00	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>PROGRAM SERVICES</b>	2,350,233.25	30,894.90	1,137.74	(0.02)	1,013.96	2,286.70	1,137.74	6,000.00	-	166,440.43	-	2.64	1,732,671.76	99,280.26	310,501.00	3.88	
Birth Certificates	(116.00)	-	15.00	-	-	(131.00)	-	-	-	-	-	-	-	-	-	-	
Dental Services	1,071.00	-	-	-	-	1,071.00	-	-	-	-	-	-	-	-	-	-	
Client Transportation	167.67	167.67	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Hotel/Motel Vouchers	43,396.93	43,396.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Medical Services	128.16	128.16	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Security Deposit	711.00	-	400.00	-	-	-	-	-	-	-	-	-	(650.00)	-	961.00	-	
Application Fee	(34.00)	31.00	-	-	-	(35.00)	-	-	(30.00)	-	-	-	-	-	-	-	
Move-In Expenses	2,049.71	-	2,049.71	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rental Assistance	785.00	-	785.00	-	-	-	-	-	-	-	-	-	-	-	-	-	
Bank/Service/Convenience fee	(1.25)	-	-	-	-	-	-	-	(1.25)	-	-	-	-	-	-	-	
Household Assistance	4,695.37	-	4,695.37	-	-	-	-	-	-	-	-	-	-	-	-	-	
Outreach Services	5,637.12	7,371.52	-	-	-	-	-	-	221.51	-	-	-	(33.84)	-	(1,922.07)	-	
Security	256.97	-	-	-	-	-	-	-	79.99	90.99	-	(7.03)	-	-	93.02	-	
Payroll Expense - Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Payroll Expense	485,920.49	-	-	(71.47)	-	-	30,238.98	18,287.36	152,689.06	73,159.79	-	18,665.90	23,167.11	16,363.41	140,085.78	13,334.58	
Conference and Meetings	86.59	-	-	86.59	-	-	-	-	-	-	-	-	-	-	-	-	
Travel	11,179.20	-	-	137.08	-	-	-	20.20	5,233.07	3,304.98	-	176.39	35.77	24.19	2,215.42	32.11	
Stardust Expenses	9,583.48	-	-	-	-	-	9,583.48	-	-	-	-	-	-	-	-	-	
<b>Sub-total Direct Expenses</b>	<b>3,197,860.91</b>	<b>103,971.76</b>	<b>9,782.82</b>	<b>170,538.63</b>	<b>4,055.81</b>	<b>11,471.74</b>	<b>39,822.46</b>	<b>38,331.32</b>	<b>168,177.90</b>	<b>257,337.64</b>	<b>86.56</b>	<b>18,340.85</b>	<b>1,755,163.16</b>	<b>115,654.20</b>	<b>491,539.41</b>	<b>13,586.65</b>	
<b>Total Expenses</b>	<b>3,278,896.68</b>	<b>103,971.76</b>	<b>9,782.82</b>	<b>170,567.39</b>	<b>4,055.81</b>	<b>11,471.74</b>	<b>43,735.21</b>	<b>43,500.00</b>	<b>192,090.00</b>	<b>268,409.32</b>	<b>86.56</b>	<b>23,775.91</b>	<b>1,758,317.74</b>	<b>117,846.72</b>	<b>515,085.78</b>	<b>16,245.31</b>	
<b>Net Income</b>	<b>9,593.82</b>	<b>-</b>	<b>-</b>	<b>9,593.82</b>	<b>-</b>	<b>-</b>	<b>(0.00)</b>	<b>-</b>	<b>(0.00)</b>	<b>0.00</b>	<b>-</b>	<b>(0.00)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(0.00)</b>	

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS  
RESOLUTION NO. 2021-05**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS (COC) AUTHORIZING  
ACCEPTANCE OF GRANT FUNDING FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY  
(CARES) ACT EMERGENCY SOLUTIONS GRANT (ESG-CV) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated October 2, 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocated federal funds for the Emergency Solutions Grants Program (the “Program” or “ESG”) to the State. These funds are referred to herein as the ESG-Coronavirus (ESG-CV) funds and this October 2020 ESG-CV NOFA is distributing “Round 2” of the ESG-CV funding.
- B. WHEREAS Applicant is an approved Continuum of Care that previously received ESG-CV funding under the initial ESG-CV NOFA dated June 1, 2020 (hereinafter referred to as “ESG-CV Round 1”).
- C. WHEREAS the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. All information submitted by Applicant on its ESG-CV Round 1 application remains true, correct, and accurate, or the Department approved in writing a change to Applicant’s ESG-CV Round 1 application. Applicant affirms its continued compliance to all of the terms and conditions of ESG-CV Round 1 application and related Standard Agreement.
- 2. Applicant is authorized to submit an application for ESG-CV Round 2 and be subject to the terms thereof.
- 3. If Applicant receives a grant of ESG-CV Round 2 funds from the Department pursuant to the above referenced ESG-CV (Round 2) NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.

4. In addition to its ESG-CV Round 1 grant, Applicant is now hereby authorized and directed to receive an additional ESG-CV Round 2 grant, in an amount not to exceed \$1,500,000 in accordance with all applicable rules and laws.
5. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the ESG-CV Standard Agreement, including any amendments incorporating new terms and conditions to such Standard Agreement, and other contracts between the Applicant and the Department.
6. Suzanne Ward, President, is authorized to execute the ESG-CV Standard Agreement Amendment and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Kings/Tulare Continuum of Care on Homelessness Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary

ATTEST:

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Suzanne Ward, President

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS  
RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS (COC) AUTHORIZING  
SUBMITTAL OF A GRANT APPLICATION CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH)  
PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated March 21, 2019 under the California Emergency Solutions and Housing (CESH) Program (Program, or CESH Program); and
- B. WHEREAS Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds.
- C. WHEREAS the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed \$1,500,000 in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
- 4. Suzanne Ward, President, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.



PASSED AND ADOPTED at a regular meeting of the Kings/Tulare Continuum of Care on Homelessness Board of Directors this 10th day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS  
RESOLUTION NO. 2021-07**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS (COC) AUTHORIZING  
SUBMITTAL OF A GRANT APPLICATION CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH)  
PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness ("Applicant") hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 08/15/2018 under the California Emergency Solutions and Housing (CESH) Program (Program, or CESH Program); and
- B. WHEREAS Applicant is an Administrative Entity designated by the Continuum of Care to administer California Emergency Solutions and Housing Program funds.
- C. WHEREAS the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed \$5,500,000 in accordance with all applicable rules and laws.
- 3. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
- 4. Suzanne Ward, President, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Kings/Tulare Continuum of Care on Homelessness Board of Directors this 10th day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS  
RESOLUTION NO. 2020-08**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS (COC) AUTHORIZING  
ACCEPTANCE OF GRANT FUNDING FOR THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY  
(CARES) ACT EMERGENCY SOLUTIONS GRANT (ESG-CV) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness (“Applicant”) hereby consent to, adopt and ratify the following resolutions:

A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated May 14, 2020 under the Coronavirus Aid, Relief, and Economic Security (CARES) Act allocation to the Emergency Solutions Grants (ESG) Program (hereinafter referred to as the “Program,” or “ESG-CV”); and

B. WHEREAS Applicant is an approved Continuum of Care; and

C. WHEREAS the Department may approve funding allocations for the ESG-CV Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG-CV grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

1. If Applicant receives a grant of ESG-CV funds from the Department pursuant to the above referenced ESG-CV NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG-CV Program, as well as any and all contracts Applicant may have with the Department.

2. Applicant is hereby authorized and directed to receive an ESG-CV grant, in an amount not to exceed \$5,000,000 in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the ESG-CV funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

4. Suzanne Ward, President, is authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG-CV grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the Kings/Tulare Continuum of Care on Homelessness Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary

**Start of Next Document**



**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness, Inc. ("CoC") hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the City of Tulare ("Tulare"), Community Development Department ("Department") issued a Notice of Funding Availability ("NOFA") dated March 29, 2021 under the Community Development Block Grant (CDBG) Program (Program); and
- B. WHEREAS the CoC has met the requirements of the CDBG Program and desires to apply for such funding for the Local Initiatives Navigation Center (LINC); and
- C. WHEREAS grant application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of a CDBG application and designate the person(s) authorized to execute all grant documents on behalf of the CoC.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. The CoC is hereby authorized and directed to apply for and submit an application for the City of Tulare CDBG for the 2021/2022 Program Year in an amount not to exceed \$15,000.
- 2. Suzanne Ward, President, is hereby authorized and empowered to execute in the name of the Kings/Tulare Continuum of Care on Homelessness, Inc. all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.
- 3. The CoC shall accept the award if funding is approved by the City of Tulare.

PASSED AND ADOPTED at a regular meeting of the Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

\_\_\_\_\_  
Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2021-10**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness, Inc. ("CoC") hereby consent to, adopt and ratify the following resolutions:

- A. WHEREAS the City of Visalia ("Visalia"), Community Development Department ("Department") issued a Notice of Funding Availability ("NOFA") dated February 16, 2021 under the Community Development Block Grant (CDBG) Program (Program); and
- B. WHEREAS the CoC has met the requirements of the CDBG Program and desires to apply for such funding for the Local Initiatives Navigation Center (LINC); and
- C. WHEREAS grant application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of a CDBG application and designate the person(s) authorized to execute all grant documents on behalf of the CoC.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. The CoC is hereby authorized and directed to apply for and submit an application for the City of Visalia CDBG for the 2021/2022 Program Year in an amount not to exceed \$25,000.
- 2. Suzanne Ward, President, is hereby authorized and empowered to execute in the name of the Kings/Tulare Continuum of Care on Homelessness, Inc. all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.
- 3. The CoC shall accept the award if funding is approved by the City of Visalia.

PASSED AND ADOPTED at a regular meeting of the Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

\_\_\_\_\_  
Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE HOMELESSNESS ALLIANCE  
RESOLUTION NO. 2020-11**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING THE EXECUTIVE DIRECTOR TO APPLY FOR AND EXECUTE ALL AGREEMENTS PERTAINING  
TO THE HOMELESS, HOUSING, AND PREVENTION PROGRAM (HHAP) ROUND 2 FUNDING**

WHEREAS, the Homeless Coordinating and Financing Council (HCFC) has issued a Notice of Funding Availability (“NOFA”), dated November 13, 2020, for the Homeless Housing, Assistance and Prevention Program Round 2 (HHAP-2). This second round of HHAP funding was authorized by AB 83 (Committee on Budget, Chapter 15, Statutes of 2020) and was signed into law by Governor Gavin Newsom on June 29, 2020;

WHEREAS, the Kings/Tulare Continuum of Care on Homelessness, Inc. (“Applicant”) desires to apply for HHAP-2 grant funds. Towards that end, Applicant is submitting an application for HHAP-2 funds (“Application”) to HCFC for review and consideration.

WHEREAS, HHAP-2 funding allocations are subject to the terms and conditions of the NOFA, the Application, HCFC’s approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the HHAP program.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Kings/Tulare Continuum of Care on Homelessness, Inc. Board of Directors as follows:

1. Applicant is hereby authorized and directed to submit an Application to HCFC in response to the NOFA, dated November 13, 2020, and to apply for HHAP-2 grant funds in a total amount not to exceed \$1,000,000.
2. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver a Standard Agreement in a total amount not to exceed \$1,000,000 any and all other documents required or deemed necessary or appropriate to secure HHAP-2 funds from HCFC, and all amendments thereto (collectively, the “HHAP-2 Documents”).
3. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Standard Agreement, and that the NOFA and Application will be incorporated in the Standard Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Standard Agreement. Funds are to be used for the allowable expenditures and activities identified in the Standard Agreement.
4. Suzanne Ward, President, or her designee, is authorized to execute the Application and the HHAP-2 Documents on behalf of Applicant for participation in the Program.

The foregoing Resolution was adopted upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, at a Board of Director's meeting held June 10, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_

NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2021-12**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING SIGNATORY CHANGE FOR THE HOMELESS HOUSING, ASSISTANCE AND PREVENTION  
(HHAP) PROGRAM.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness, Inc. ("CoC") hereby consent to, adopt and ratify the following resolutions:

WHEREAS, the Homeless Coordinating and Financing Council (HCFC) has issued a Notice of Funding Availability ("NOFA"), dated December 6, 2019, for the Homeless Housing, Assistance and Prevention Program Round 1 (HHAP-1).

WHEREAS, HHAP-1 funding allocations are subject to the terms and conditions of the NOFA, the Application, HCFC's approved STD 213, Standard Agreement ("Standard Agreement"), and all other legal requirements of the HHAP program.

WHEREAS, grant application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of a HHAP-1 application and designate the person(s) authorized to execute all grant documents on behalf of the CoC.

NOW THEREFORE BE IT RESOLVED by the Kings/Tulare Continuum of Care on Homelessness, Inc. Board of Directors as follows:

1. Suzanne Ward, President, is hereby authorized and empowered to execute in the name of the Kings/Tulare Continuum of Care on Homelessness, Inc. all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project.

PASSED AND ADOPTED at a regular meeting of the Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

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Lateena Ling, Secretary



**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2021-03**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING UPDATED BANK SIGNATORIES FOR ALL BANK OF THE SIERRA ACCOUNTS.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness, Inc. ("CoC") hereby consent to, adopt and ratify the following resolutions:

1. The authorized signers on the Bank of the Sierra account with access to move monies in and out of established accounts will be:

Name: <u>Suzanne Ward</u>	Title: <u>President</u>
Signature: _____	Date: _____
Name: <u>Becky Huber</u>	Title: <u>Treasurer</u>
Signature: _____	Date: _____
Name: <u>Lateena Ling</u>	Title: <u>Secretary</u>
Signature: _____	Date: _____

2. All previously listed signers for the Kings/Tulare Continuum of Care on Homelessness accounts at Bank of Sierra shall be removed from the list of authorized signers.

PASSED AND ADOPTED at a regular meeting of the Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

\_\_\_\_\_  
Lateena Ling, Secretary

**Start of Next Document**

**KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC.  
RESOLUTION NO. 2021-04**

**A RESOLUTION OF THE KINGS/TULARE CONTINUUM OF CARE ON HOMELESSNESS, INC. (COC)  
AUTHORIZING UPDATED BANK SIGNATORIES FOR ALL CENTRAL VALLEY COMMUNITY BANK  
ACCOUNTS.**

A necessary quorum of the directors of the Kings/Tulare Continuum of Care on Homelessness, Inc. ("CoC") hereby consent to, adopt and ratify the following resolutions:

1. The authorized signers on the Bank of the Sierra account with access to move monies in and out of established accounts will be:

Name: <u>Suzanne Ward</u>	Title: <u>President</u>
Signature: _____	Date: _____
Name: <u>Becky Huber</u>	Title: <u>Treasurer</u>
Signature: _____	Date: _____
Name: <u>Lateena Ling</u>	Title: <u>Secretary</u>
Signature: _____	Date: _____

2. All previously listed signers for the Kings/Tulare Continuum of Care on Homelessness accounts at Central Valley Community Bank shall be removed from the list of authorized signers.

PASSED AND ADOPTED at a regular meeting of the Board of Directors this 10<sup>th</sup> day of June, 2021 by the following vote:

AYES: \_\_\_\_ ABSTENTIONS: \_\_\_\_ NOES: \_\_\_\_ ABSENT: \_\_\_\_

\_\_\_\_\_  
Lateena Ling, Secretary

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# Financial Reports

## April 2021

### For Board of Directors Meeting

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for double sided printing

## Kings/Tulare Continuum of Care on Homelessness

05/31/21

## Balance Sheet

Accrual Basis

As of April 30, 2021

	Apr 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10100 · Bank of the Sierra	6,884.81
10200 · CVCB Checking 7931	896,332.38
10210 · CVCB Money Market LMF 7958	66,433.60
10220 · CVCB Money Market General 7966	1,572,946.52
<b>Total Checking/Savings</b>	2,542,597.31
<b>Accounts Receivable</b>	
11000 · Accounts Receivable	236,144.51
11400 · Grants Receivable	-2,294.44
<b>Total Accounts Receivable</b>	233,850.07
<b>Other Current Assets</b>	
13000 · Prepaid Expenses	
13001 · Grant Advances	7,000.00
<b>Total 13000 · Prepaid Expenses</b>	7,000.00
14001.1 · Securty Deposits	1,402.79
<b>Total Other Current Assets</b>	8,402.79
<b>Total Current Assets</b>	2,784,850.17
<b>Fixed Assets</b>	
17100 · Accum Depr - Furn and Equip	4,608.00
<b>Total Fixed Assets</b>	4,608.00
<b>TOTAL ASSETS</b>	<b>2,789,458.17</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	73,709.79
20100 · Grants Payable	115,799.56
<b>Total Accounts Payable</b>	189,509.35
<b>Credit Cards</b>	
23000 · Visa Bank of the Sierra	3,370.58
<b>Total Credit Cards</b>	3,370.58
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	
24000.D · Direct Deposit	-1.75
24000.H · Health Ins	5,617.59
24000.W · Workers Comp	1,620.56
24000 · Payroll Liabilities - Other	-5,702.76
<b>Total 24000 · Payroll Liabilities</b>	1,533.64
24100 · Accrued Leave and Payroll	5,344.00
24300 · Deferred Revenue	2,339,155.61
<b>Total Other Current Liabilities</b>	2,346,033.25
<b>Total Current Liabilities</b>	2,538,913.18
<b>Total Liabilities</b>	2,538,913.18



## Kings/Tulare Continuum of Care on Homelessness

05/31/21

## Balance Sheet

Accrual Basis

As of April 30, 2021

	Apr 30, 21
<b>Equity</b>	
30000 · Opening Balance Equity	
30001 · Temporary Restricted Net Assets	
30001.0 · LINC Temporary Restricted	
30001.1 · LINC Hanford	4,907.35
30001.2 · LINC Porterville	5,387.00
30001.3 · LINC Tulare	4,826.69
30001.4 · LINC Visalia	5,778.11
<b>Total 30001.0 · LINC Temporary Restricted</b>	<b>20,899.15</b>
<b>Total 30001 · Temporary Restricted Net Assets</b>	<b>20,899.15</b>
30090.9 · TR Net Assets - Other	171,707.00
39900.1 · Restrictions Release (R)	-227,585.00
30000 · Opening Balance Equity - Other	4.82
<b>Total 30000 · Opening Balance Equity</b>	<b>-34,974.03</b>
30005 · Net Assets	-174,408.00
32000 · Unrestricted Net Assets	200,278.14
39000 · Prior Period Adjustment	1,216.00
39800.1 · Restrictions Release (UR)	227,585.00
Net Income	30,847.88
<b>Total Equity</b>	<b>250,544.99</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,789,458.17</b>

## Kings/Tulare Continuum of Care on Homelessness

## Check Run

05/31/21

As of April 30, 2021

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
<b>10200 · CVCB Checking 7931</b>						1,015,054.68
Bill Pmt -Check	04/01/2021	995003	Proteus, Inc.		-1,478.00	1,013,576.68
Liability Check	04/02/2021		QuickBooks Payroll Service	Created by Payroll Serv...	-13,337.02	1,000,239.66
Bill Pmt -Check	04/06/2021	3422	Gitcho, Iris (exp)	Mileage Reimbursen...	-174.28	1,000,065.38
Bill Pmt -Check	04/06/2021	3423	Henson, Robert (exp)	Mileage 02/01-2021-03/...	-111.78	999,953.60
Bill Pmt -Check	04/06/2021	3424	Smith, Machael (exp)		-49.87	999,903.73
Bill Pmt -Check	04/06/2021	3425	White, A. Veronica - Vendor	Mileage 03/16/2021-03/...	-40.88	999,862.85
Bill Pmt -Check	04/06/2021	3426	Williams, Dorothea (exp)		-55.75	999,807.10
Deposit	04/09/2021			Deposit	6,895.67	1,006,702.77
Bill Pmt -Check	04/14/2021	E-Pay	SoCalGas	Account 013 916 5218 5	-43.57	1,006,659.20
Liability Check	04/15/2021		QuickBooks Payroll Service	Created by Payroll Serv...	-1,406.08	1,005,253.12
Liability Check	04/15/2021		QuickBooks Payroll Service	Created by Payroll Serv...	-573.47	1,004,679.65
Deposit	04/15/2021			Deposit	43,264.40	1,047,944.05
Bill Pmt -Check	04/16/2021	3427	Comm. Services and Emp. Training...		-11,311.79	1,036,632.26
Bill Pmt -Check	04/16/2021	3428	Fisher, Laura (exp)	Cell Phone Reimburse...	-16.41	1,036,615.85
Bill Pmt -Check	04/16/2021	3429	Janitorial Building Images, Inc.		-96.00	1,036,519.85
Bill Pmt -Check	04/16/2021	3430	Kings United Way - Vendor		-10,333.54	1,026,186.31
Bill Pmt -Check	04/16/2021	3431	Nelson, Julia (exp)	4/1 - 4/15/2021 Mileage...	-40.71	1,026,145.60
Bill Pmt -Check	04/16/2021	3432	Smith, Machael (exp)	Cell Phone Reimburse...	-9.89	1,026,135.71
Bill Pmt -Check	04/16/2021	3433	White, A. Veronica - Vendor	4/1 - 4/15/2021 Mileage...	-57.06	1,026,078.65
Liability Check	04/16/2021	E-pay	United States Treasury	27-0522489 QB Trackin...	-4,122.70	1,021,955.95
Liability Check	04/16/2021	E-pay	Employment Develop. Dept. (Tax P...	047-7257-0 QB Trackin...	-691.18	1,021,264.77
Liability Check	04/16/2021	E-pay	Employment Develop. Dept. (Tax P...	047-7257-0 QB Trackin...	-41.58	1,021,223.19
Liability Check	04/16/2021	E-Pay	TransAmerica SIMPLE IRA	Group # 267376618	-1,270.16	1,019,953.03
Bill Pmt -Check	04/16/2021	3434	Gitcho, Iris (exp)	4/1 - 4/15/2021 Mileage...	-91.68	1,019,861.35
Liability Check	04/19/2021		QuickBooks Payroll Service	Created by Payroll Serv...	-11,902.86	1,007,958.49
Bill Pmt -Check	04/21/2021	3435	Visalia Homeless Center		-6,336.55	1,001,621.94
Bill Pmt -Check	04/21/2021	3436	Williams, Dorothea (exp)	Expense Reimbursement	-11.81	1,001,610.13
Deposit	04/22/2021			Deposit	13,435.14	1,015,045.27
Bill Pmt -Check	04/22/2021	3437	United Way of Tulare County - Ven...		-3,352.30	1,011,692.97
Bill Pmt -Check	04/22/2021	3438	Turning Point		-91,778.64	919,914.33
Check	04/26/2021	E-Pay	Bank of the Sierra VISA	4798510052452683	-5,913.92	914,000.41
Deposit	04/27/2021			Deposit	325.00	914,325.41
Liability Check	04/30/2021		QuickBooks Payroll Service	Created by Payroll Serv...	-12,320.02	902,005.39
Liability Check	04/30/2021	E-pay	Employment Develop. Dept. (Tax P...	047-7257-0 QB Trackin...	-631.26	901,374.13
Liability Check	04/30/2021	E-pay	United States Treasury	27-0522489 QB Trackin...	-3,682.72	897,691.41
Liability Check	04/30/2021	E-pay	Employment Develop. Dept. (Tax P...	047-7257-0 QB Trackin...	-56.70	897,634.71
Liability Check	04/30/2021	E-Paid	TransAmerica SIMPLE IRA	Group # 267376618	-1,320.46	896,314.25
Check	04/30/2021	E-Pay	Central Valley Community Bank (V)	Service Charge	-0.60	896,313.65
Deposit	04/30/2021			Interest	18.73	896,332.38
Total 10200 · CVCB Checking 7931					-118,722.30	896,332.38
<b>TOTAL</b>					<b>-118,722.30</b>	<b>896,332.38</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - CDBG Accounts**  
 July 2020 through April 2021

	CH Hanford (CDBG Grants)	CP Porterville (CDBG Grants)	CT Tulare (CDBG Grants)	CV Visalia (CDBG Grants)	Total CDBG Grants	TOTAL
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>44500 · Grant Income</b>	4,818.26	3,978.37	3,791.15	10,084.91	22,672.69	22,672.69
<b>Total Income</b>	4,818.26	3,978.37	3,791.15	10,084.91	22,672.69	22,672.69
<b>Gross Profit</b>	4,818.26	3,978.37	3,791.15	10,084.91	22,672.69	22,672.69
<b>Expense</b>						
<b>60900 · Business Expenses</b>	5.95	4.91	4.68	12.45	27.99	27.99
<b>62100 · Contract Services</b>	565.68	467.04	445.09	1,184.01	2,661.82	2,661.82
<b>65000 · Operations</b>	295.73	244.17	232.67	618.90	1,391.47	1,391.47
<b>65100 · Other Types of Expenses</b>	50.67	41.85	39.91	106.07	238.50	238.50
<b>65200 · Program Expenses</b>	6.08	5.02	4.79	12.73	28.62	28.62
<b>66000 · Wages, Taxes, Payroll Expenses</b>	3,886.31	3,208.90	3,057.83	8,134.33	18,287.37	18,287.37
<b>68300 · Travel and Meetings</b>	7.84	6.48	6.18	16.42	36.92	36.92
<b>Total Expense</b>	4,818.26	3,978.37	3,791.15	10,084.91	22,672.69	22,672.69
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness  
Profit & Loss by Class - CES 1 & TCHHSA  
July 2020 through April 2021**

	c1Admin (CES 1)	c1General (CES 1)	c1TCHHSA (CES 1)	Total CES 1	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>44500 · Grant Income</b>	4,030.91	138,933.84	0.00	142,964.75	142,964.75
<b>47200 · Program Income</b>	0.00	0.00	18,993.36	18,993.36	18,993.36
<b>Total Income</b>	4,030.91	138,933.84	18,993.36	161,958.11	161,958.11
<b>Gross Profit</b>	4,030.91	138,933.84	18,993.36	161,958.11	161,958.11
<b>Expense</b>					
<b>60900 · Business Expenses</b>	0.00	99.53	13.80	113.33	113.33
<b>62100 · Contract Services</b>	0.00	10,183.31	1,393.13	11,576.44	11,576.44
<b>65000 · Operations</b>	0.00	10,571.90	1,387.24	11,959.14	11,959.14
<b>65100 · Other Types of Expenses</b>	759.68	1,296.33	191.58	2,247.59	2,247.59
<b>65200 · Program Expenses</b>	0.00	434.53	60.09	494.62	494.62
<b>66000 · Wages, Taxes, Payroll Expenses</b>	0.00	112,504.63	15,498.60	128,003.23	128,003.23
<b>68300 · Travel and Meetings</b>	0.00	3,843.61	448.92	4,292.53	4,292.53
<b>Total Expense</b>	759.68	138,933.84	18,993.36	158,686.88	158,686.88
<b>Net Ordinary Income</b>	3,271.23	0.00	0.00	3,271.23	3,271.23
<b>Net Income</b>	<b>3,271.23</b>	<b>0.00</b>	<b>0.00</b>	<b>3,271.23</b>	<b>3,271.23</b>

Over allocated  
Admin. We are  
working this  
balance down.

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - CESH 2018**  
 July 2020 through April 2021

	18Action Plan (CESH18)	18Admin (CESH18)	18ER Housing I... (CESH18)	18Flexible Hous... (CESH18)	18Rent Asst/Ho... (CESH18)	18Syst Support ... (CESH18)	Total CESH18	TOTAL
<b>Ordinary Income/Expense</b>								
<b>Income</b>								
<b>44500 · Grant Income</b>	27,902.78	20,580.05	108,937.07	961.00	169,917.21	91,047.64	419,345.75	419,345.75
<b>47200 · Program Income</b>	8,185.00	0.00	0.00	0.00	0.00	0.00	8,185.00	8,185.00
<b>Total Income</b>	36,087.78	20,580.05	108,937.07	961.00	169,917.21	91,047.64	427,530.75	427,530.75
<b>Gross Profit</b>	36,087.78	20,580.05	108,937.07	961.00	169,917.21	91,047.64	427,530.75	427,530.75
<b>Expense</b>								
<b>60900 · Business Expenses</b>	0.00	41.29	0.00	0.00	0.00	60.28	101.57	101.57
<b>62100 · Contract Services</b>	36,087.78	2,541.98	0.00	0.00	7,251.13	2,785.82	48,666.71	48,666.71
<b>65000 · Operations</b>	0.00	1,320.56	0.00	0.00	6,634.09	1,409.06	9,363.71	9,363.71
<b>65100 · Other Types of Expenses</b>	0.00	185.99	0.00	0.00	1,435.22	162.06	1,783.27	1,783.27
<b>65200 · Program Expenses</b>	0.00	102.62	108,937.07	961.00	70,356.52	72,180.81	252,538.02	252,538.02
<b>66000 · Wages, Taxes, Payroll Expenses</b>	0.00	16,346.32	0.00	0.00	82,722.46	14,182.38	113,251.16	113,251.16
<b>68300 · Travel and Meetings</b>	0.00	41.29	0.00	0.00	1,517.79	267.23	1,826.31	1,826.31
<b>Total Expense</b>	36,087.78	20,580.05	108,937.07	961.00	169,917.21	91,047.64	427,530.75	427,530.75
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - CESH 2019**  
 July 2020 through April 2021

	19Admin (CESH19)	19Rent - DO N... (CESH19)	Total CESH19	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>44500 · Grant Income</b>	11,966.93	1,059.28	13,026.21	13,026.21
<b>Total Income</b>	11,966.93	1,059.28	13,026.21	13,026.21
<b>Gross Profit</b>	11,966.93	1,059.28	13,026.21	13,026.21
<b>Expense</b>				
<b>60900 · Business Expenses</b>	38.21	0.00	38.21	38.21
<b>62100 · Contract Services</b>	1,818.33	0.00	1,818.33	1,818.33
<b>65000 · Operations</b>	672.98	0.00	672.98	672.98
<b>65100 · Other Types of Expenses</b>	84.05	0.00	84.05	84.05
<b>65200 · Program Expenses</b>	11.61	0.00	11.61	11.61
<b>66000 · Wages, Taxes, Payroll Expenses</b>	9,310.84	1,059.28	10,370.12	10,370.12
<b>68300 · Travel and Meetings</b>	30.91	0.00	30.91	30.91
<b>Total Expense</b>	11,966.93	1,059.28	13,026.21	13,026.21
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - COVID**  
 July through December 2020

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	<u>COVID-19</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
44500 · Grant Income	77,110.02	77,110.02
Total Income	77,110.02	77,110.02
Gross Profit	77,110.02	77,110.02
Expense		
65000 · Operations	294.14	294.14
65200 · Program Expenses	76,815.88	76,815.88
Total Expense	77,110.02	77,110.02
Net Ordinary Income	0.00	0.00
Net Income	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - ESG CV 1**  
 July 2020 through April 2021

	e1Admin (ESG-CV 1)	e1ER Shelter (ESG-CV 1)	e1St Outreach (ESG-CV 1)	Total ESG-CV 1	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>44500 · Grant Income</b>	17,825.27	8,463.00	69,653.26	95,941.53	95,941.53
<b>Total Income</b>	17,825.27	8,463.00	69,653.26	95,941.53	95,941.53
<b>Gross Profit</b>	17,825.27	8,463.00	69,653.26	95,941.53	95,941.53
<b>Expense</b>					
<b>60900 · Business Expenses</b>	23.41	0.00	0.00	23.41	23.41
<b>62100 · Contract Services</b>	1,654.40	0.00	3,547.08	5,201.48	5,201.48
<b>65000 · Operations</b>	3,008.08	75.90	4,782.09	7,866.07	7,866.07
<b>65100 · Other Types of Expenses</b>	258.61	0.00	660.44	919.05	919.05
<b>65200 · Program Expenses</b>	189.82	8,387.10	10,203.50	18,780.42	18,780.42
<b>66000 · Wages, Taxes, Payroll Expenses</b>	12,664.76	0.00	47,769.09	60,433.85	60,433.85
<b>68300 · Travel and Meetings</b>	26.19	0.00	2,691.06	2,717.25	2,717.25
<b>Total Expense</b>	17,825.27	8,463.00	69,653.26	95,941.53	95,941.53
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - ESG CV 2**  
 July through December 2020

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	C2Outreach (ESG-CV2)	Total ESG-CV2	TOTAL
Ordinary Income/Expense			
Expense			
65000 · Operations			
65040 · Supplies	64.92	64.92	64.92
Total 65000 · Operations	64.92	64.92	64.92
Total Expense	64.92	64.92	64.92
Net Ordinary Income	-64.92	-64.92	-64.92
Net Income	<u>-64.92</u>	<u>-64.92</u>	<u>-64.92</u>

We are unable to start invoicing quite yet.

**Kings/Tulare Continuum of Care on Homelessness  
 Profit & Loss by Class - Flex Grants (Anthem MVP, AXAXL...)  
 July through December 2020**

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	Anthem Homele... (Flex Fund)	AXAXL (Rapid R... (Flex Fund)	Total Flex Fund	TOTAL
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>43300 · Direct Public Grants</b>	0.00	0.00	0.00	0.00
<b>44500 · Grant Income</b>	6,565.37	250.00	6,815.37	6,815.37
<b>Total Income</b>	6,565.37	250.00	6,815.37	6,815.37
<b>Gross Profit</b>	6,565.37	250.00	6,815.37	6,815.37
<b>Expense</b>				
<b>65200 · Program Expenses</b>	6,565.37	250.00	6,815.37	6,815.37
<b>Total Expense</b>	6,565.37	250.00	6,815.37	6,815.37
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - HEAP**  
 July 2020 through April 2021

	he1Admin (HEAP-1)	he1Capital Imp... (HEAP-1)	he1Rental Assist (HEAP-1)	he1Services (HEAP-1)	he1Youth (HEAP-1)	Total HEAP-1	TOTAL
<b>Ordinary Income/Expense</b>							
<b>Income</b>							
<b>44500 · Grant Income</b>	21,873.44	141,827.76	172,629.09	1,169,874.31	77,739.85	1,583,944.45	1,583,944.45
<b>Total Income</b>	21,873.44	141,827.76	172,629.09	1,169,874.31	77,739.85	1,583,944.45	1,583,944.45
<b>Gross Profit</b>	21,873.44	141,827.76	172,629.09	1,169,874.31	77,739.85	1,583,944.45	1,583,944.45
<b>Expense</b>							
<b>60900 · Business Expenses</b>	20.20	0.00	0.00	0.00	0.00	20.20	20.20
<b>62100 · Contract Services</b>	1,597.90	0.00	0.00	0.00	0.00	1,597.90	1,597.90
<b>65000 · Operations</b>	1,007.50	0.00	0.00	0.00	0.00	1,007.50	1,007.50
<b>65100 · Other Types of Expenses</b>	144.78	0.00	0.00	0.00	0.00	144.78	144.78
<b>65200 · Program Expenses</b>	31.89	141,827.76	172,629.09	1,169,874.31	77,739.85	1,562,102.90	1,562,102.90
<b>66000 · Wages, Taxes, Payroll Expenses</b>	19,026.57	0.00	0.00	0.00	0.00	19,026.57	19,026.57
<b>68300 · Travel and Meetings</b>	44.60	0.00	0.00	0.00	0.00	44.60	44.60
<b>Total Expense</b>	21,873.44	141,827.76	172,629.09	1,169,874.31	77,739.85	1,583,944.45	1,583,944.45
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - HHAP**  
 July 2020 through April 2021

	hh1Acquisition (HHAP-1)	hh1Admin (HHAP-1)	hh1Outreach ... (HHAP-1)	Total HHAP-1	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
<b>44500 · Grant Income</b>	74,455.00	15,905.93	0.00	90,360.93	90,360.93
<b>Total Income</b>	74,455.00	15,905.93	0.00	90,360.93	90,360.93
<b>Gross Profit</b>	74,455.00	15,905.93	0.00	90,360.93	90,360.93
<b>Expense</b>					
<b>60900 · Business Expenses</b>	0.00	12.72	0.00	12.72	12.72
<b>62100 · Contract Services</b>	0.00	1,184.69	0.00	1,184.69	1,184.69
<b>65000 · Operations</b>	0.00	732.58	0.00	732.58	732.58
<b>65100 · Other Types of Expenses</b>	0.00	118.70	0.00	118.70	118.70
<b>65200 · Program Expenses</b>	74,455.00	20.78	0.00	74,475.78	74,475.78
<b>66000 · Wages, Taxes, Payroll Expenses</b>	0.00	13,805.87	0.00	13,805.87	13,805.87
<b>68300 · Travel and Meetings</b>	0.00	30.59	0.00	30.59	30.59
<b>Total Expense</b>	74,455.00	15,905.93	0.00	90,360.93	90,360.93
<b>Net Ordinary Income</b>	0.00	0.00	0.00	0.00	0.00
<b>Net Income</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Kings/Tulare Continuum of Care on Homelessness  
Profit & Loss by Class - HUD Planning  
July 2020 through April 2021**

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	<u>hp HUD Planning</u>	<u>TOTAL</u>
Ordinary Income/Expense		
Income		
44500 · Grant Income	20,042.64	20,042.64
<b>Total Income</b>	<u>20,042.64</u>	<u>20,042.64</u>
<b>Gross Profit</b>	20,042.64	20,042.64
Expense		
60900 · Business Expenses	0.00	0.00
62100 · Contract Services	2,038.50	2,038.50
65000 · Operations	1,324.64	1,324.64
65100 · Other Types of Expenses	262.85	262.85
65200 · Program Expenses	7.88	7.88
66000 · Wages, Taxes, Payroll Expenses	16,186.45	16,186.45
68300 · Travel and Meetings	222.32	222.32
<b>Total Expense</b>	<u>20,042.64</u>	<u>20,042.64</u>
<b>Net Ordinary Income</b>	<u>0.00</u>	<u>0.00</u>
<b>Net Income</b>	<u><u>0.00</u></u>	<u><u>0.00</u></u>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - Interest, KTCOC, LMF, Unrestricted**  
 July 2020 through April 2021

	Interest Earned	KT CoC	Landlord Mitigat...	Unrestricted	TOTAL
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
43300 · Direct Public Grants	0.00	16,687.15	0.00	0.00	16,687.15
44500 · Grant Income	0.00	0.79	3,041.85	0.00	3,042.64
46430 · Misc Revenue	0.00	204.54	0.00	0.00	204.54
47200 · Program Income	0.00	163,225.00	0.00	0.00	163,225.00
47600 · Interest and Dividends Earned	13,009.15	0.00	0.00	0.00	13,009.15
<b>Total Income</b>	<b>13,009.15</b>	<b>180,117.48</b>	<b>3,041.85</b>	<b>0.00</b>	<b>196,168.48</b>
<b>Gross Profit</b>	<b>13,009.15</b>	<b>180,117.48</b>	<b>3,041.85</b>	<b>0.00</b>	<b>196,168.48</b>
<b>Expense</b>					
60900 · Business Expenses	0.00	4.99	0.00	0.00	4.99
62100 · Contract Services	0.00	0.00	0.00	0.00	0.00
65000 · Operations	0.00	166,701.35	3,041.85	0.00	169,743.20
65100 · Other Types of Expenses	0.00	281.71	0.00	0.00	281.71
65200 · Program Expenses	0.00	-0.01	0.00	0.00	-0.01
66000 · Wages, Taxes, Payroll Expenses	0.00	11.33	0.00	0.00	11.33
68300 · Travel and Meetings	0.00	102.79	0.00	0.00	102.79
<b>Total Expense</b>	<b>0.00</b>	<b>167,102.16</b>	<b>3,041.85</b>	<b>0.00</b>	<b>170,144.01</b>
<b>Net Ordinary Income</b>	<b>13,009.15</b>	<b>13,015.32</b>	<b>0.00</b>	<b>0.00</b>	<b>26,024.47</b>
<b>Other Income/Expense</b>					
<b>Other Expense</b>					
90000 · Suspense	0.00	-677.41	0.00	0.00	-677.41
<b>Total Other Expense</b>	<b>0.00</b>	<b>-677.41</b>	<b>0.00</b>	<b>0.00</b>	<b>-677.41</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>677.41</b>	<b>0.00</b>	<b>0.00</b>	<b>677.41</b>
<b>Net Income</b>	<b>13,009.15</b>	<b>13,692.73</b>	<b>0.00</b>	<b>0.00</b>	<b>26,701.88</b>

**Kings/Tulare Continuum of Care on Homelessness**  
**Profit & Loss by Class - LINC Accounts**  
 July 2020 through April 2021

	LHanford (LINC)	LPorterville (LINC)	LTulare (LINC)	LVisalia (LINC)	Total LINC	TOTAL
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>43300 · Direct Public Grants</b>	500.00	2,430.00	500.00	500.00	3,930.00	3,930.00
<b>Total Income</b>	500.00	2,430.00	500.00	500.00	3,930.00	3,930.00
<b>Gross Profit</b>	500.00	2,430.00	500.00	500.00	3,930.00	3,930.00
<b>Expense</b>						
<b>65000 · Operations</b>	0.00	243.73	0.00	0.00	243.73	243.73
<b>65200 · Program Expenses</b>	1,071.00	5,341.67	92.00	355.40	6,860.07	6,860.07
<b>66000 · Wages, Taxes, Payroll Expenses</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Expense</b>	1,071.00	5,585.40	92.00	355.40	7,103.80	7,103.80
<b>Net Ordinary Income</b>	-571.00	-3,155.40	408.00	144.60	-3,173.80	-3,173.80
<b>Net Income</b>	<b>-571.00</b>	<b>-3,155.40</b>	<b>408.00</b>	<b>144.60</b>	<b>-3,173.80</b>	<b>-3,173.80</b>

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**Kings/Tulare Homeless Alliance  
FY 2021/22 - BUDGET**

<b>Total</b>	K/T CoC	Flex Fund	LMF	LINC	Stardust	HUD Planning	CDBG	CES	ESG-CV 1	ESG-CV 2	HHAP-1	HHAP-2	CESH-18	CESH-19	Total	
	% Time Worked	0.00	0.00	0.00	0.00	921.00	1261.00	1130.00	4935.00	916.00	1090.00	900.00	282.00	2600.00	450.00	14485.00
	Hours worked	0.00%	0.00%	0.00%	0.00%	6.36%	8.71%	7.80%	34.07%	6.32%	7.53%	6.21%	1.95%	17.95%	3.11%	100.00%
	\$ 7,500.00	\$ 20,000.00	\$ 10,000.00	\$ 11,500.00	\$ 42,068.85	\$ 98,635.85	\$ 45,000.00	\$ 192,090.00	\$ 911,597.80	\$ 1,500,000.00	\$ 1,579,249.38	\$ 179,243.21	\$ 301,290.84	\$ 559,317.26	\$ 5,457,493.19	
<b>Shared Direct Costs</b>																
Business Registration Fees	-	-	-	-	6.36	8.71	7.80	34.07	6.32	7.53	6.21	1.95	17.95	3.11	100.00	
Business Taxes (unsecured)	-	-	-	-	28.61	39.18	35.11	153.31	28.46	33.86	27.96	8.76	80.77	13.98	450.00	
Accounting Fees	-	-	-	-	1,907.49	2,611.67	2,340.35	10,220.92	1,897.13	2,257.51	1,864.00	584.05	5,384.88	932.00	30,000.00	
Books, Subscriptions, Reference	-	-	-	-	25.43	34.82	31.20	136.28	25.30	30.10	24.85	7.79	71.80	12.43	400.00	
Postage, Mailing Service	-	-	-	-	69.94	95.76	85.81	374.77	69.56	82.78	68.35	21.42	197.45	34.17	1,100.00	
Printing and Copying	-	-	-	-	6.36	8.71	7.80	34.07	6.32	7.53	6.21	1.95	17.95	3.11	100.00	
Supplies	-	-	-	-	171.67	235.05	210.63	919.88	170.74	203.18	167.76	52.56	484.64	83.88	2,700.00	
Software	-	-	-	-	260.69	356.93	319.85	1,396.86	259.28	308.53	254.75	79.82	735.93	127.37	4,100.00	
Telecommunications	-	-	-	-	286.12	391.75	351.05	1,533.14	284.57	338.63	279.60	87.61	807.73	139.80	4,500.00	
Hosting Fees	-	-	-	-	22.25	30.47	27.30	119.24	22.13	26.34	21.75	6.81	62.82	10.87	350.00	
Rent	-	-	-	-	1,017.33	1,392.89	1,248.19	5,451.16	1,011.81	1,204.00	994.13	311.49	2,871.94	497.07	16,000.00	
Utilities	-	-	-	-	127.17	174.11	156.02	681.39	126.48	150.50	124.27	38.94	358.99	62.13	2,000.00	
Repairs/Maintenance	-	-	-	-	254.33	348.22	312.05	1,362.79	252.95	301.00	248.53	77.87	717.98	124.27	4,000.00	
Insurance - Liability, D and O	-	-	-	-	317.92	435.28	390.06	1,703.49	316.19	376.25	310.67	97.34	897.48	155.33	5,000.00	
Memberships and Dues	-	-	-	-	63.58	87.06	78.01	340.70	63.24	75.25	62.13	19.47	179.50	31.07	1,000.00	
Training/Staff Develop	-	-	-	-	9.54	13.06	11.70	51.10	9.49	11.29	9.32	2.92	26.92	4.66	150.00	
Equipment/Rentals	-	-	-	-	36.56	50.06	44.86	195.90	36.36	43.27	35.73	11.19	103.21	17.86	575.00	
Security	-	-	-	-	9.54	13.06	11.70	51.10	9.49	11.29	9.32	2.92	26.92	4.66	150.00	
Travel	-	-	-	-	34.97	47.88	42.91	187.38	34.78	41.39	34.17	10.71	98.72	17.09	550.00	
<b>Total Shared Direct Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ 4,655.87	\$ 6,374.64	\$ 5,712.40	\$ 24,947.56	\$ 4,630.59	\$ 5,510.20	\$ 4,549.71	\$ 1,425.57	\$ 13,143.60	\$ 2,274.85	\$ 73,224.99	
<b>Direct Costs</b>																
Outside Contract Services	-	-	-	-	-	30,000.00	-	-	-	-	-	-	-	-	30,000.00	
Memberships and Dues	585.00	-	-	-	-	-	-	-	-	-	-	-	-	-	585.00	
Other Costs	1,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000.00	
Employee Recognition	500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	500.00	
<b>PROGRAM EXPENSES</b>	-	20,000.00	10,000.00	11,500.00	-	-	6,000.00	1,460.00	843,880.99	1,431,600.00	1,535,807.16	168,868.43	222,836.05	493,579.00	4,745,531.63	
Payroll Expense	-	-	-	-	37,412.98	62,261.21	33,279.62	165,682.45	63,094.11	62,883.57	38,892.51	8,949.21	65,311.20	63,463.40	601,230.25	
Conference and Meetings	150.00	-	-	-	-	-	-	-	-	-	-	-	-	-	150.00	
<b>Sub-total Direct Expenses</b>	<b>2,235.00</b>	<b>20,000.00</b>	<b>10,000.00</b>	<b>11,500.00</b>	<b>37,412.98</b>	<b>92,261.21</b>	<b>39,279.62</b>	<b>167,142.45</b>	<b>906,975.10</b>	<b>1,494,483.57</b>	<b>1,574,699.67</b>	<b>177,817.64</b>	<b>288,147.25</b>	<b>557,042.40</b>	<b>5,378,996.88</b>	
<b>Total Expenses</b>	<b>2,235.00</b>	<b>20,000.00</b>	<b>10,000.00</b>	<b>11,500.00</b>	<b>42,068.85</b>	<b>98,635.85</b>	<b>44,992.02</b>	<b>192,090.01</b>	<b>911,605.69</b>	<b>1,499,993.77</b>	<b>1,579,249.38</b>	<b>179,243.21</b>	<b>301,290.84</b>	<b>559,317.26</b>	<b>5,452,221.87</b>	
<b>Net</b>	<b>5,265.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.00</b>	<b>(0.00)</b>	<b>7.98</b>	<b>(0.01)</b>	<b>(7.89)</b>	<b>6.23</b>	<b>0.00</b>	<b>(0.00)</b>	<b>(0.00)</b>	<b>0.00</b>	<b>5,271.32</b>	