ITEM NO. 11

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 17, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **ACCEPTANCE OF SUPPORTIVE HOUSING PROGRAM GRANT FUNDS IN THE AMOUNT OF $146,702 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND APPROVAL OF AN AGREEMENT WITH THE WOMEN'S RESOURCE CENTER FOR USE OF THESE PROGRAM FUNDS FOR OPERATION OF A 21-UNIT TRANSITIONAL HOUSING PROGRAM**

SYNOPSIS

Staff recommends that the City Council accept a one-year Supportive Housing Program renewal grant in the amount of $146,702 from the U.S. Department of Housing and Urban Development; approve the appropriation of these funds to the Neighborhood Services Department – Housing and Code Enforcement Division; approve an agreement with the Women's Resource Center to use the funds for operation of the 21-unit Transition House; and authorize the City Manager to execute the agreement.

BACKGROUND

The Women's Resource Center opened Transition House at 1963 Apple Street in Oceanside in 1994. The 20,000-square-foot building was purchased by the City and remodeled into 21 transitional housing units for homeless women, including women with children, and 5,000 square feet of office space. The initial source of funding for this project was a $1.6 million Supportive Housing Program grant from the U.S. Department of Housing and Urban Development (HUD); this grant included operating funds for a five-year period that ended September 30, 1999. The City has applied for renewal funding since the end of the first grant, and the grant has been renewed for two-year periods through January 2008. Grant applications are reviewed by the Regional Continuum of Care Committee (RCCC), in which the City is an active participant. The grant program was revised in 2007 to require annual renewal of funding beginning with the 2008-09 program year. The HUD Los Angeles Field Office has notified the City that the grant has been renewed through the Homeless Assistance Grants competition for the period February 1, 2009, through January 31, 2010.

ANALYSIS

The City has been awarded a Supportive Housing Program (SHP) grant in the amount of $146,702 from the U.S. Department of Housing and Urban Development for the period February 1, 2009, through January 31, 2010. The Supportive Housing Program is authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended. It is designed to promote, as part of a local Continuum of Care strategy, the development of housing and supportive services to assist homeless persons and households in the transition from homelessness to independent, self-sufficient living. Assistance through the Supportive Housing Program is provided to help homeless persons meet three overall goals:

- achieve residential stability,
- increase their skill levels and/or incomes, and
- become independent and self-sufficient.

The City will contract with the Women's Resource Center to use the SHP funds to operate Transition House, which provides 21 units of transitional housing for homeless women and female-headed households. Residents may stay up to twenty-four months conditional upon participation in program services and progress toward becoming independent and self-sufficient. The Women's Resource Center is responsible for program management and for obtaining the 25 percent non-federal cash match for supportive services. The City is responsible for grant administration, including reporting and financial management. The Neighborhood Services Department makes an annual monitoring visit to Transition House to ensure compliance with SHP regulations.

FISCAL IMPACT

Staff recommends that the City Council accept a grant award in the amount of $146,702; the funds have already been identified in the City's FY 2009-2010 budget. There is no impact on the General Fund and the City has no obligation to provide local funding to the Women's Resource Center if HUD does not renew the Supportive Housing Program grant funding. The grant requires matching funds; the match is provided by community donations to the Women's Resource Center and by the value of the buildings used for Transition House, which the City owns and leases to the Women's Resource Center for transitional housing at $1.00 per year.

COMMISSION OR COMMITTEE REPORT

The Housing Commission has reviewed the SHP grant in previous years and expressed support for continued funding of the Transition House program.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council accept a one-year Supportive Housing Program renewal grant in the amount of $146,702 from the U.S. Department of Housing and Urban Development; approve the appropriation of these funds to the Neighborhood Services Department – Housing and Code Enforcement Division; approve an agreement with the Women's Resource Center to use the funds for operation of the 21-unit Transition House; and authorize the City Manager to execute the agreement.

PREPARED BY:

John A. Lundblad
Management Analyst

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michele Skaggs Lawrence, Deputy City Manager

Margery Pierce, Director, Neighborhood Services

Teri Ferro, Director, Financial Services

Exhibit A: Renewal Grant Agreement

Exhibit B: Agreement with Women's Resource Center

2008 SUPPORTIVE HOUSING PROGRAM
RENEWAL GRANT AGREEMENT

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and City of Oceanside, 300 N. Coast Highway, Oceanside, CA 92054, the Recipient, whose Tax ID number is 95-1688570 for Project Number: CA0714B9D100801 to be located at 1963 Apple Street, Oceanside, California 92054.

The assistance which is the subject of this Grant Agreement is authorized by the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11381 (hereafter "the Act"). The term "grant" or "grant funds" means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule codified at 24 CFR 583, which is attached hereto and made a part hereof as Attachment B, and the Notice of Funding Availability (NOFA) that was published in two parts. The first part was the Policy Requirements and General Section of the NOFA, which was published March 19, 2008 at 73 FR 14882, and the second part was the Continuum of Care Homeless Assistance Programs NOFA Section of the NOFA, which was published July 10, 2008 at 73 FR 39840. The term "Application" means the original and renewal application submissions on the basis of which a Grant was approved by HUD, including the certifications and assurances and any information or documentation required to meet any grant award conditions. The Application is incorporated herein as part of this Agreement, however, in the event of conflict between the provisions of those documents and any provision contained herein, this Renewal Grant Agreement shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified at section 2 of Attachment A for the approved project described in the Application. The Recipient agrees, subject to the terms of the Grant Agreement, to use the grant funds for eligible activities during the grant term specified at section 3 of Attachment A.

The Recipient must provide a 25 percent cash match for supportive services.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

The Recipient agrees to participate in a local Homeless Management Information System (HMIS) when implemented.

The Recipient and project sponsor, if any, will not knowingly allow illegal activities in any unit assisted with grant funds.

The Recipient agrees to draw grant funds at least quarterly.

HUD notifications to the Recipient shall be to the address of the Recipient as written above, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

For any project funded by this grant, which is also financed through the use of the Low Income Housing Tax Credit, the following applies:

HUD recognizes that the Recipient or the project sponsor will or has financed this project through the use of the Low-Income Housing Tax Credit. The Recipient or project sponsor shall be the general partner of a limited partnership formed for that purpose. If grant funds were used for acquisition, rehabilitation or construction, then, throughout a period of twenty years from the date of initial occupancy or the initial service provision, the Recipient or project sponsor shall continue as general partner and shall ensure that the project is operated in accordance with the requirements of this Grant Agreement, the applicable regulations and statutes. Further, the said limited partnership shall own the project site throughout that twenty-year period. If grant funds were not used for acquisition, rehabilitation or new construction, then the period shall not be twenty years, but shall be for the term of the grant agreement and any renewal thereof. Failure to comply with the terms of this paragraph shall constitute a default under the Grant Agreement.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the minimum term in accordance with the requirements of Attachment A, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

(a) direct the Recipient to submit progress schedules for completing approved activities; or

(b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or

(c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or

(d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or

(e) reduce or recapture the grant; or

(f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or

(g) continue the grant with a substitute recipient of HUD's choosing; or

(h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.

For each operating year in which funding is received, the Recipient shall file annual certifications with HUD that the supportive housing has been provided in accordance with the requirements of the Grant Agreement.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. More specifically, the Recipient shall not change recipients, location, services, or population to be served nor shift more than 10 percent of funds from one approved type of eligible activity to another, or make any other significant change, without the prior written approval of HUD.

SIGNATURES

This Grant Agreement is hereby executed for Project Number: CA0714B9D100801 as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:

_____
Signature and Date

William Vasquez
Typed name of signatory

Director, Office Community Planning and Development
Title

RECIPIENT

City of Oceanside, California
Name of Organization

By:

_____
Authorized Signature and Date

Peter A. Weiss
Typed name of signatory

City Manager, City of Oceanside
Title

John A. Lundblad Tel: 760-435-3393; Fax: 760-757-9076 jlundblad@ci.oceanside.ca.us
Official Contact Person and Telephone No. and Fax No.

ATTACHMENT A

Project Number: CA0714B9D100801

1. The Recipient is City of Oceanside

2. HUD's total fund obligation for this project is $146,702.00, which shall be allocated as follows:

Leasing	$0.00
Supportive Services	$49,890.00
Operating Costs	$89,827.00
HMIS Costs	$0.00
Administration	$6,985.00

3. Although this agreement will become effective only upon the execution hereof by both parties, upon execution, the term of this agreement shall run from the end of the Recipient's final operating year under the original Grant Agreement or, if the original Grant Agreement was amended to extend its term, the term of this agreement shall run from the end of the extension of the original Grant Agreement term for a period of 1 year(s). Eligible costs, as defined by the Act and Attachment B, incurred between the end of Recipient's final operating year under the original Grant Agreement, or extension thereof, and the execution of this Renewal Grant Agreement may be paid with funds from the first operating year of this Renewal Grant.

AGREEMENT
AN AGREEMENT BETWEEN THE CITY OF OCEANSIDE AND WOMEN'S RESOURCE CENTER FOR THE USE OF SUPPORTIVE HOUSING PROGRAM GRANT FUNDS

This Agreement, made and entered into by and between the City of Oceanside, a municipal corporation of the State of California, hereinafter "CITY", and the Women's Resource Center, a nonprofit corporation, hereinafter "SUBRECIPIENT".

WITNESSETH:

RECITALS:

1. CITY has been awarded funding under the Supportive Housing program of the U. S. Department of Housing and Urban Development (hereinafter "HUD") as authorized by Title IV, Subtitle C, of the McKinney-Vento Homeless Assistance Act of 1987, as amended, for the Women's Resource Center Transitional Housing Program located at 1963 Apple Street, Oceanside, and operated by SUBRECIPIENT since 1994.

2. CITY has approved the provision of federal funds under the ACT to be used by SUBRECIPIENT as provided in its "Scope of Work", attached hereto as Exhibit "A" and incorporated herein by reference.

3. SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Scope of Work.

4. SUBRECIPIENT represents that it shall perform the work as set forth in the Scope of Work pursuant to the "Budget", attached hereto as Exhibit "B" and incorporated herein by reference.

5. CITY shall provide Supportive Housing Program ("SHP") funds to the SUBRECIPIENT in the amount set forth in the Budget, and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and based on the mutual covenants below, the parties hereby agree as follows:

A. SUBRECIPIENT OBLIGATIONS

1. Use of Funds SUBRECIPIENT agrees to use all federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Scope of Work, and Budget for said program. SUBRECIPIENT'S failure to perform as required may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds CITY is otherwise obligated to pay to SUBRECIPIENT under Section B hereof.

SUBRECIPIENT agrees to use said funds to pay for necessary and

reasonable costs to operate said program. Said amount shall include wages, administrative costs, employee benefits comparable to other similarly situated employees, and other allowable program costs as detailed in the Budget. The program shall be managed pursuant to the description of general operations in CFR 24 Part 583.300.

SUBRECIPIENT shall not use any funds received pursuant to this Agreement for the purpose of 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement as set forth in the Certification Regarding Lobbying, attached hereto as Exhibit "C".

2. Scope of Work SUBRECIPIENT represents that the Scope of Work as set forth in Exhibit A includes an accurate schedule for performance and completion of the work. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

3. Budget SUBRECIPIENT represents that the Budget as set forth in Exhibit B includes only allowable costs and an accurate analysis of costs applicable to SHP funds pursuant to 24 CFR Part 583.100 and 24 CFR 583.300, which includes requirements for compliance with the following in addition to other requirements:

a. If SUBRECIPIENT is a governmental entity, Office of Management and Budget ("OMB") Circulars No. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If SUBRECIPIENT is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions", as applicable, OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations", and with certain sections of 24 CFR Part 84.

These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

4. Records and Reports SUBRECIPIENT shall maintain the following records and reports to assist CITY in maintaining its recordkeeping requirements:

a. Records:

(1) Documentation of the income level of persons and/or households participating in or benefiting by the SUBRECIPIENT'S transitional housing program

(2) Documentation of the number of persons or households participating in or benefiting by the SUBRECIPIENT'S transitional housing program

(3) Documentation of all SHP funds received from CITY

(4) Documentation of expenses as identified in the Budget

(5) Any such other related records as CITY shall require for HUD *Performance Measurement* reporting.

b. Reports:

(1) SUBRECIPIENT shall prepare draft reports as required under the Supportive Housing Program for CITY review and submission to HUD.

(2) SUBRECIPIENT shall prepare such other reports as may be reasonably required by CITY for program monitoring.

5. Program Income SUBRECIPIENT shall manage program income in accordance with the principles described in 24 CFR 583.330. The CITY may require remittance of all or part of any program income balances held by the SUBRECIPIENT when this Agreement expires or received after this Agreement's expiration.

6. Uniform Administrative Requirements The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 583.330.

7. Separation of Accounts All funds received by SUBRECIPIENT from CITY pursuant to this Agreement shall be maintained separate and apart from any other funds of SUBRECIPIENT or of any principal or member of SUBRECIPIENT.

8. Retention of Records All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of the agreement and thereafter for five (5) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY or any other governmental agency takes exception, shall be retained beyond the five (5) years until resolution or disposition of such appeals, litigation claims, or exceptions.

9. Compliance with Applicable Laws SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 583 (the Housing and Urban Development regulations concerning the

Supportive Housing Program). SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT shall secure any new permits required by authorities herein with jurisdiction over the project, and shall maintain all presently required permits. The SUBRECIPIENT shall ensure that the requirements of the National Environmental Protection Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

10. Nondiscrimination Policy

a. Provision of Program Services

(1) SUBRECIPIENT shall not on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity funded in whole or in part with SHP funds.

(2) SUBRECIPIENT shall not under any program or activity funded in whole or in part with SHP funds, on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance:

(a) Deny any facilities, services, financial aid or other benefits;

(b) Provide any facilities, services, financial aid or other benefits that are different or are provided in a different form from that provided to others;

(c) Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit;

(d) Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits;

(e) Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition, which the individual must meet in order to be provided any facilities, services or other benefit;

(f) Deny an opportunity to participate in a program or activity as an employee.

(3) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with SHP funds, may not make selections of such site or location which have the effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the ground of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance, or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the Civil Rights Act of 1964 and amendments thereto.

(4) Notwithstanding anything to the contrary in Sections A.10.a. (1)-(3), nothing contained herein shall be construed to prohibit any SUBRECIPIENT from maintaining or constructing separate living facilities or rest room facilities for the different sexes. Furthermore, selectivity on the basis of sex is not prohibited when institutional or custodial services can properly be performed only by a member of the same sex as the recipients of the services.

b. Employment Discrimination

(1) SUBRECIPIENT shall 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/familial status, or status with regard to public assistance. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applications will receive consideration for employment without regard to

race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

(3) If SUBRECIPIENT is a religious corporation, association, educational institution, or society, Section 202 of Executive Order 11246 of September 24, 1965, as amended, shall not apply with respect to the employment of particular individuals of a particular religion to perform work connected with the carrying on by such corporation, association, education institution, or society of its activities. SUBRECIPIENT is not exempted or excused from complying with the other requirements contained in Executive Order 11246 of September 24, 1965, as amended.

(4) SUBRECIPIENT shall 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 CITY's contracting officers advising the labor union or workers' representative of SUBRECIPIENT'S commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(5) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the related rules, regulations, and orders.

(7) In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) SUBRECIPIENT shall include the provisions of Section A.10.b., "Employment Discrimination", paragraphs (1) through (6) in every sub-contract or purchase order unless exempted by rules, regulations, or order of the Secretary

of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each sub-contractor or vendor. SUBRECIPIENT shall take such action with respect to any sub-contract or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the CITY, SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

(9) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 USC 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act of 1990. SUBRECIPIENT shall also provide ready access to and use of all SHP-fund-assisted buildings to physically handicapped persons in compliance with the standards established in the Architectural Barriers Act of 1968 (42 USC 4151 et seq.).

c. Remedies In the event of SUBRECIPIENT'S failure to comply with any rules, regulations, or orders required to be complied with pursuant to this Agreement, the CITY may cancel, terminate, or suspend in whole or in part its performance and SUBRECIPIENT may be declared ineligible for further government contracts and any such other sanctions as may be imposed and remedies invoked as provided by law.

11. Ineligibility of SUBRECIPIENTS or Contractors SUBRECIPIENT shall not use SHP funds directly or indirectly in its operations or to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status of the SUBRECIPIENT or such contractor under the provisions of 24 CFR Part 24.

12. Conflict of Interest In the procurement of supplies, equipment, construction, and services by SUBRECIPIENT, the conflict of interest provisions in 24 CFR 570.611 shall apply.

13. Condition for Religious Organizations In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with SHP pursuant to Title I of the Housing and Community Development Act of 1974, as amended the SUBRECIPIENT:

a. Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization

operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;

b. Agrees that, in connection with such public services:

(1) 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;

(2) It will provide no religious instruction or counseling, conduct no religious worship, and will exert no other religious influence in the provision of such public services (For purposes of this subsection A.13., such activities shall be referred to as "Ineligible Activities."); and

(3) To the extent that the funds received under this Agreement are used to construct, rehabilitate or restore any facility that is owned by the SUBRECIPIENT and in which public services are to be provided, SUBRECIPIENT will establish a policy for determining cost allocation between the program services to be provided under this Agreement and Ineligible Activities that occur in the facility. SUBRECIPIENT's policy may allocate the funds according to time or space, as appropriate, such that the proportion of funds received under this Agreement shall be no greater than the proportion of time or space for which the facility is used to provide the public services under this Agreement.

14. Suspension and Termination In accordance with 24 CFR 85.43, suspension or termination may occur if SUBRECIPIENT materially fails to comply with any term of this Agreement and/or the award, and the Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.

15. Reversion of Assets Upon the termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any SHP funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of SHP funds.

16. Licensing SUBRECIPIENT agrees to obtain and maintain all licenses, registrations, accreditations, and inspections from all agencies governing its operations. SUBRECIPIENT shall insure that its staff shall also obtain and maintain all required licenses, registrations, accreditations and inspections from all agencies governing SUBRECIPIENT'S operations hereunder.

17. Inspection of Records SUBRECIPIENT acknowledges that the programs and services provided pursuant to this Agreement shall be subject to an annual audit in accordance with the standards set forth in OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations", as applicable, and related SHP and/or other provisions. CITY and the United States Government and/or their representatives shall have access for purposes of monitoring, auditing, and examining SUBRECIPIENT'S activities and performance, to books, documents and papers, and the right to examine records of SUBRECIPIENT'S sub-contractors, bookkeepers and accountants, employees and participants in regard to said program. CITY and the United States Government and/or their representative shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants in said program and entering any premises or any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or State law. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Oceanside, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

18. Independent Contractor SUBRECIPIENT'S relationship to the CITY shall be that of an independent contractor. SUBRECIPIENT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. SUBRECIPIENT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. SUBRECIPIENT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

19. Workers' Compensation Pursuant to California Labor Code section 1861, the SUBRECIPIENT hereby certifies that the SUBRECIPIENT is aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the SUBRECIPIENT will comply with such provisions and provide certification of such compliance as a part of the Agreement.

20. Liability Insurance

a. SUBRECIPIENT shall, throughout the duration of this Agreement maintain comprehensive general liability insurance, and property damage insurance, or commercial general liability insurance, covering all operations of SUBRECIPIENT, its agents

and employees, performed in connection with this Agreement including but not limited to premises and automobile.

b. SUBRECIPIENT shall maintain liability insurance in all the following minimum limits:

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined General Liability Insurance	$1,000,000
General Aggregate	$2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$1,000,000
General limit project specific aggregate	$2,000,000
Automobile Liability Insurance	$1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of SUBRECIPIENT under this Agreement.

c. If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the SUBRECIPIENT to restore the required limits. SUBRECIPIENT shall also notify the CITY's Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the SUBRECIPIENT'S work.

d. All insurance companies affording coverage to the SUBRECIPIENT for the purposes of this Section shall be required to add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed in accordance with this Agreement. Insurance coverage provided to the City of Oceanside as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

e. All insurance companies affording coverage to the SUBRECIPIENT shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State or be rated as A-VI or higher by A.M. Best Company, Inc.

f. SUBRECIPIENT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

g. SUBRECIPIENT shall provide substitute certificate of insurance no later than thirty (30) days prior to the policy expirations date. Failure by the SUBRECIPIENT to provide such substitution and extend the policy expiration date shall be considered a default by SUBRECIPIENT and may subject the SUBRECIPIENT to a suspension or termination of work under the Agreement.

h. All insurance companies affording coverage shall provide thirty (30) days written notice to the City of Oceanside should the policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

i. Maintenance of insurance by the SUBRECIPIENT as specified in this Agreement shall in no way be interpreted as relieving the SUBRECIPIENT of any responsibility whatever and the SUBRECIPIENT may carry, at its own expense, such additional insurance as it deems necessary.

21. SUBRECIPIENT'S Indemnification of CITY SUBRECIPIENT shall indemnify and hold harmless the CITY and its officers, agents, and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or other wrongful acts conduct of the SUBRECIPIENT or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising solely from the active negligence or willful misconduct of the CITY, its officers, agents, or employees.

SUBRECIPIENT's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, SUBRECIPIENT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

SUBRECIPIENT's indemnification of the CITY shall not be limited by any prior or subsequent declaration by the SUBRECIPIENT.

22. Assignment and Delegation This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the SUBRECIPIENT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of

no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

B. CITY OBLIGATIONS

1. Payment of Funds CITY shall pay to SUBRECIPIENT from SHP funds, when, if and to the extent received from HUD, amounts expended by SUBRECIPIENT in carrying out said program pursuant to this Agreement up to a maximum aggregate payment of One Hundred Thirty-nine Thousand, Seven Hundred and Seventeen dollars ($139,717) in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of periodic invoices, in a form prescribed by CITY, detailing such expenses. Payments will be made on a cost reimbursement basis only. CITY shall pay such invoices within thirty (30) days after receipt thereof, provided CITY is satisfied that such expenses have been incurred within the scope of this Agreement and that SUBRECIPIENT is in compliance with the terms and conditions of this Agreement.

2. Audit of Account CITY shall include an audit of the account maintained by SUBRECIPIENT pursuant to Section A.8. of this Agreement in CITY's annual audit of all SHP funds pursuant to federal regulations found in Title 24 of the Code of Federal Regulations and other applicable federal laws and regulations.

C. MISCELLANEOUS PROVISIONS:

1. Termination of Agreement CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or to withhold payment of any invoice for failure of the SUBRECIPIENT to comply with the terms and conditions of this Agreement. Should the CITY decide to terminate this Agreement after a full evaluation of all circumstances has been completed, the SUBRECIPIENT shall, upon written request, have the right to an appeal process. A copy of the appeal process will be attached to any termination notice. If the CITY finds that the SUBRECIPIENT has violated the terms and conditions of this Agreement, the SUBRECIPIENT may be required to:

a. repay all monies received from the CITY under this Agreement; and/or

b. transfer possession of all materials and equipment purchased with grant money to the CITY.

In the case of early termination, a final payment may be made to the SUBRECIPIENT upon receipt of a Final Report and invoices covering eligible costs incurred prior to termination. The total of all payments, including the final payment, shall not exceed the amount specified in this Agreement.

2. Notices All notices, demands, requests, consents, or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:
City of Oceanside
Neighborhood Services Department
Attn: SHP Program Manager
300 North Coast Highway
Oceanside, CA 92054

TO SUBRECIPIENT:
Women's Resource Center
Transitional Housing Program
Attn: Marva Bledsoe
1963 Apple Street
Oceanside CA 92054

Either party may change its address by notice to the other party as provided herein. Communications shall be deemed to have been given and received on the first to occur of (a) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (b) three working days following the deposit in the USPS mail of certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

3. Entire Agreement This Agreement comprises the entire integrated understanding between CITY and SUBRECIPIENT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

4. Interpretation of the Agreement The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY. The SUBRECIPIENT shall be responsible for complying with all local, State, and federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

5. Agreement Modification This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

6. Dispute Resolution Any controversy or claim arising out of or relating to this agreement, or concerning the breach or interpretation

thereof, shall be settled first by submission of the matter to mediation the cost of which shall be borne equally by the parties.

7. Signatures The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the SUBRECIPIENT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Agreement to be executed by setting hereunto their signatures on the dates set forth below.

Women's Resource Center
SUBRECIPIENT

By Marva Bledsoe — 5/26/09
Signature — Date

Marva Bledsoe, Executive Director
Name/Title

(Notary acknowledgments of SUBRECIPIENT must be attached)

95-2932237
Federal Employer Identification Number

CITY OF OCEANSIDE
CITY

By _____ _____
Peter A. Weiss, City Manager — Date
City of Oceanside

_____
Approved as to form: City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO }

On MAY 26, 2009 (Date) before me, JACQUELINE S HESS, NOTARY PUBLIC (Here Insert Name and Title of the Officer),

personally appeared MARVA BLEDSOE RHUBOTTOM (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in his/her/their authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS ~~my~~ hand and official seal.

Signature Jacqueline S Hess (Signature of Notary Public)

OFFICIAL SEAL
JACQUELINE S. HESS
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1784066
SAN DIEGO COUNTY
MY COMM. EXP. DEC. 8, 2011

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Attached hereto are Exhibits "A", "B", "C", and "D", and are incorporated herein by reference.

Exhibit A - Scope of Work

Exhibit B - Project Budget

Exhibit C - Certification Regarding Lobbying

Exhibit D - Authorization to execute contracts

Required Attachments:

Certificate of Insurance: General Liability, **naming City of Oceanside as Additional Insured** with endorsements pursuant to Section A.20.d. of this Agreement

Certificate of Insurance: Automobile, **naming City of Oceanside as Additional Insured** with endorsements pursuant to Section A.20.d. of this Agreement (or letter stating that no vehicles are utilized in the operation of the program or activity)

Certificate of Insurance: Workers' Compensation (or letter certifying that the organization operating the program or activity has no employees)

EXHIBIT A
SHP PROJECT SCOPE OF WORK

CONTRACT PERIOD: February 1, 2009 through January 31, 2010

SUBRECIPIENT NAME AND MAILING ADDRESS:
Women's Resource Center
1963 Apple Street
Oceanside CA 92054

PROJECT NAME: Transition House

PROJECT ADDRESS: 1963 Apple Street, Oceanside CA

PROJECT MANAGER: Marva Bledsoe, Executive Director

GOAL: To provide 23 units of affordable housing with supportive services for 60 women and their children

TARGET POPULATION: Homeless women and their children

PROJECT OBJECTIVES:

1. Provide safe, sanitary and affordable housing for 60 women and their children
2. Provide case management and client advocacy for 60 women and their children
3. Provide life skills training, including money management, parenting classes and nutritional counseling to 60 women
4. Provide mental health services, including crisis intervention, individual and group counseling, and family support groups to 60 women and their children
5. Provide other supportive services, including access to appropriate health care. Access to educational and job training opportunities, and housing location assistance for 60 women and their children

PAYMENT REQUEST

Payments will be made on a quarterly basis, upon the submittal of a payment request form, as provided:

1. The SUBRECIPIENT shall attach documentation of expenses to the payment request form, including copies of payroll records, invoices, and receipts.
2. The executive officer or director shall sign the payment request form, or shall submit a letter designating another person who is authorized to sign the payment request form.
3. The SUBRECIPIENT may request an alternate payment schedule such as monthly remittances. This alternate schedule must be requested in writing and approved by the CITY before such alternate schedule is in effect.

4. Payments will be made on a reimbursement basis only. The SUBRECIPIENT may request that payment be made directly to vendor or contractor.

PERFORMANCE MEASUREMENT REPORTS

A. INTERIM REPORTS

SUBRECIPIENT shall submit Performance Reports as required under the Supportive Housing Program to CITY for review and submission to HUD. Reports shall include:

1. The cumulative number of unduplicated households or persons that have received services during the reporting period, and of that total, the number of Oceanside residents who have received services;

2. A demographic breakdown of the reported households or persons, in the following categories: a. race (white, African-American, Asian/Pacific Islander, Native American, etc.); b. whether Hispanic or non-Hispanic; c. income level (extremely low, very low, low, moderate).

B. FINAL PERFORMANCE MEASUREMENT REPORT

SUBRECIPIENT shall submit a final report Performance Report as required under the Supportive Housing Program to CITY for review and submission to HUD. The report shall include

1. A brief narrative description of the project and accomplishments during the program year, and analysis of anticipated outcomes for participants.

2. An analysis of the program objectives, progress toward meeting those objectives, and an explanation of any problems or delays that occurred.

3. Other funds and resources that were leveraged with the SHP funds, volunteer and in-kind resources that were used on the project, and collaboration or support by other organizations or businesses.

PROJECT BUDGET

SUBRECIPIENT shall expend funds in accordance with the Project Budget, Exhibit B, attached.

EXHIBIT B
SHP PROJECT BUDGET / SOURCES AND USES 2009-10

Organization: Women's Resource Center

Project Name: Transition House

1. Sources of funding for SHP project:

a. HUD/SHP funding	$139,717
b. Other federal funds (if any)	
c. State or local government funds	
d. Donations and contributions	
e. In-kind contributions	
f. Other:	
g. TOTAL PROJECT FUNDING	$

2. Uses of SHP funds

a. Personnel salaries	$
b. Personnel benefits	
c. Operations	$ 89,827
d. Supportive Services	$ 49,890
e. Lease of facilities	$ 0
f. HMIS	$ 0
g. Financial Management	$ 0
h.	
i. TOTAL SHP EXPENSES	$139,717

*The amount of rent, utilities, insurance and other "overhead" expenses charged to the SHP grant must be done as part of an overall cost allocation plan that spreads these expenses across all programs of the organization.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other that 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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. Code. 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.

Nawa Bledsoe
Signature of Authorized Representative
Women's Resource Center

5/26/09
Date