

**CITY OF VALLEJO  
PUBLIC NOTICE  
REQUEST FOR APPLICATIONS TO PROVIDE SOCIAL SERVICES  
FISCAL YEAR (FY) 2019-20**

The City of Vallejo receives an annual entitlement of federal Community Development Block Grant (CDBG) Program funds from the U. S. Department of Housing and Urban Development (HUD). By or before May 15, 2019 the City intends to allocate a portion of its CDBG Program funds to non-profit organizations for the provision of social (public) service programs to be made available to very low- and low-income residents of the community. To this end, beginning in February, 2019 the City will hold public meetings, accept applications requesting funding, and determine the allocation of CDBG Program funds in FY 2019-20 (July 1, 2019 through June 30, 2020).

The Council of the City of Vallejo has established the top priority needs of the community in a five-year "Consolidated Plan". The current Plan includes the period beginning July 1, 2015 and ending June 30, 2020. This Plan is required by HUD as a condition of receiving certain federal housing and community development funds. The Five Year Consolidated Plan has established the following four groups as the most in need of assistance, in this order of priority: (1) very low- and low-income renters, (2) homeless persons, (3) non-homeless persons with special needs, and (4) very low- and low-income first time homebuyers.

At this time, the City invites non-profit social service organizations to submit applications that address the highest priority needs in Vallejo as adopted in the five-year Consolidated Plan, through the delivery of appropriate services and programs. From the submitted Applications, the City of Vallejo Housing and Community Development Commission and City staff will recommend, and the City Council will select, organizations to receive the City's CDBG Program funds, and provide programs and services with these funds. The Application is available for review at the following locations:

- (1) Housing and Community Development Division, 200 Georgia Street, Vallejo
- (2) City's Web Page at: <http://www.cityofvallejo.net>, under: "Bids & Proposals".  
(Internet access is available at John F. Kennedy Library, 505 Santa Clara Street, Vallejo)

Applications submitted in response to this notice must be received by **not later than 3:00 p. m. (PST) on Wednesday, March 6, 2019.**

The City will hold a **mandatory** Briefing Session for prospective CDBG Program respondents and other interested parties on **Wednesday, February 13, 2019** for the purpose of providing an overview of the Application process and HUD and City program requirements, and to respond to questions. In order for the City to accept and consider submitted Applications, submitters **must** attend one of the two sessions scheduled on

February 13<sup>th</sup> in the Council Chambers of City Hall, at 555 Santa Clara Street, Vallejo, at **10:00 a. m. (Session 1)**, or at **7:00 p. m., (Session 2)**. The presentations at Sessions 1 and 2 will be identical.

Pursuant to City Council direction, the City will not consider any proposal that is submitted after the March 6, 2019 deadline, that is substantially incomplete, or from an organization that does not attend a Briefing Session, with no exceptions.

If there are any questions concerning this public notice, contact: Chari Barrera, Administrative Analyst, 200 Georgia Street, Vallejo, California, 94590, (707) 553-7204, FAX: (707) 648-5249, [Chari.Barrera@cityofvallejo.net](mailto:Chari.Barrera@cityofvallejo.net)

The City of Vallejo provides its programs and services in a non-discriminatory manner, and is an Equal Opportunity Employer. The City of Vallejo also encourages minority and women-owned businesses to submit bids and proposals for CDBG Program and HOME Program contracts. For further information, contact the Housing and Community Development Division at (707) 648-4507. For further information on this public notice, the hearing-impaired may call the California Relay Service at 1-800-735-2922 without a TTY/TDD, or 1-800-735-2929 with a TTY/TDD.




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**Office of the City Manager • Housing and Community Development Division**

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**REQUEST FOR APPLICATIONS  
FROM QUALIFIED NON-PROFIT AGENCIES  
TO PROVIDE SOCIAL (PUBLIC) SERVICES  
IN THE CITY OF VALLEJO USING CDBG PROGRAM  
FUNDS IN FY 2019-20**

<b>Applications Issued</b>	Wednesday, February 6, 2019
<b>Applications Due</b>	<b>Wednesday, March 6, 2019, by 3:00 p. m. (PST)</b> <u>Submit Applications to:</u> Housing and Community Development Division, City of Vallejo 200 Georgia Street Vallejo, CA 94590
<b>Staff Review of Applications</b>	Week of March 11, 2019
<b>Tentative Agency Presentations</b>	Week of March 18, 2019



The City of Vallejo is requesting Applications from qualified non-profit agencies to receive Fiscal Year (FY) 2019-20 federal Community Development Block Grant (CDBG) Program funds for the provision of social services to its very low- and low-income residents.

**Two (2)** paper copies of the Application must be submitted **in person or by regular U. S. mail** by not later than **3:00 p. m. (PST) on Wednesday, March 6, 2019 to:**

Housing and Community Development Division, City of Vallejo  
200 Georgia Street  
Vallejo, CA 94590

All Applications must be submitted in sealed envelopes bearing on the outside the name of the agency submitting the Application, the agency's address, and the words "Response to City of Vallejo Application to Provide Social Services". Applications received after such time and date will not be accepted. **Facsimile and e-mail transmissions are specifically disallowed and will not constitute a valid submission.** There will be no public opening of the Applications.

Upon delivery, each Application will be subject to all applicable open records laws, including but not limited to the California Public Records Act. Information deemed proprietary or otherwise privileged should be clearly marked as such. Regardless, the City of Vallejo makes no assertions that it can or will hold such information in confidence. Agencies submitting agree to hold the City of Vallejo harmless if such information is released, knowingly or not.

The City of Vallejo encourages the participation of small businesses and businesses owned by minorities and women. Nothing in this Application constitutes an offer, or promise, or otherwise binds the City of Vallejo to take any action whatsoever in connection with its provision of any funding or services. The City of Vallejo reserves all rights to consider any or all submissions, and to reject any or all Applications in its absolute discretion.

Thank you for your interest.

**CITY OF VALLEJO  
APPLICATION  
TO PROVIDE SOCIAL (PUBLIC) SERVICES**

(Please complete legibly.)

**1. AGENCY INFORMATION**

Agency Name:

\_\_\_\_\_

Agency Address:

\_\_\_\_\_

\_\_\_\_\_

Name of Agency Contact Person for Application: \_\_\_\_\_

Telephone: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

(Attach: (1) an organizational chart, and (2) the resumes of key agency personnel who will be associated with the proposed social service program or services, including their qualifications.)

**2. OVERVIEW OF AGENCY AS AN ORGANIZATION AND ITS MISSION**

Provide a brief summary of the agency's mission and history, including the number of years in existence.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. SERVICES TO BE PROVIDED**

Check which one (or more) of the following population groups the agency will serve to address supportive service needs. These groups are not listed below in order of priority.

- \_\_\_\_\_ homeless single men in need of emergency shelter
- \_\_\_\_\_ unsheltered homeless persons in need of appropriate supportive services
- \_\_\_\_\_ homeless individuals in need of permanent shelter
- \_\_\_\_\_ low-income families with children attending the Vallejo City Unified School District
- \_\_\_\_\_ homeless families with children in need of permanent housing
- \_\_\_\_\_ supportive housing for persons with HIV or AIDS
- \_\_\_\_\_ supportive permanent housing for the severely mentally ill
- \_\_\_\_\_ treatment and prevention programs for persons with substance abuse addictions
- \_\_\_\_\_ programs meeting the basic needs of older adults and the disabled
- \_\_\_\_\_ victims of domestic violence
- \_\_\_\_\_ connect individuals and families with resources available for rental assistance
- \_\_\_\_\_ connect individuals and families with resources available for transportation vouchers
- \_\_\_\_\_ connect individuals and families with employment and job training services

**[Notes: 1. Agencies applying to assist homeless persons must coordinate its services with Resource Connect Solano through Caminar, a non-profit organization, to be considered for funding. 2. CDBG Program social services funds may not be used to pay for the operating costs of housing developments.]**

Provide a brief description of the services to be provided by the agency.

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For agencies that propose to provide housing assistance to homeless persons or persons at risk of homelessness, provide a brief description of how the program will coordinate with Resource Connect Solano/Caminar.

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Number of unduplicated clients to be served: \_\_\_\_\_

Income ranges of clients to be served: \_\_\_\_\_

Provide a brief description of how information will be obtained on each client's annual income and household size.

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#### **4. AGENCY BOARD OF DIRECTORS**

Attach a roster/list with the names of the members of the agency's Board of Directors/ governing board. Include an identification of Board Officers, Board members' addresses and telephone numbers, and their expertise.

#### **5. AUTHORIZING GOVERNING BOARD RESOLUTION, INCLUDING ROLL CALL VOTE**

Attach a Resolution by the agency's Board authorizing signatory to do business for the agency, and to seek a commitment of City of Vallejo funds under the CDBG Program.

#### **6. CDBG PROGRAM BUDGET AND AGENCY BUDGET**

Attach the agency's proposed CDBG Program budget by simple line item for FY 2019-20. [Notes: 1. The City of Vallejo will provide CDBG Program funds in FY 2019-20 to pay for **direct costs only**, i. e., not for agency administrative or overhead costs. Examples of direct costs include: partial salary and benefits of agency staff delivering services directly to program clients, and materials used directly by program clients. 2. Pursuant to City Council direction (see "City Council Staff Report Dated December 18, 2018" at Exhibit 1, the minimum funding allocation per social service program will be \$20,000.00, and there will be no maximum. If an agency submits an Application which requests less than \$20,000.00, it will **not** be accepted or considered by the City of Vallejo.]

Attach the agency's total budgets (CDBG and non-CDBG) for FY 2017-18 and FY 2018-19.

#### **7. COLLABORATION**

Attach documentation that the agency's proposed services are collaborating or will collaborate with other organizations providing similar services and programs, in order to prevent any duplication of effort.

#### **8. REFERENCES**

Attach the name, address, and telephone number of references from three recent similar programs or projects delivered by the agency for other public entities, including a brief description of the work provided by the agency for each reference.

**9. INSURANCE COVERAGES AND WORKERS COMPENSATION**

List below the current insurance coverages held by the agency.

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**10. AGENCY VIABILITY**

Provide a summary below of the agency's current strategic or operations plan.

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**11. TIMELINE/PROGRAM SCHEDULE**

Provide a timeline below for the specific action or actions described in #3. The City of Vallejo will make funds available for the period beginning July 1, 2019 and ending June 30, 2020, (see "Sample CDBG Program Social Services Agreement" at Exhibit 2). According to federal requirements, the City of Vallejo must expend CDBG Program funds promptly. Therefore, the City of Vallejo will only consider funding services and programs that can and will be delivered in a timely manner.

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**[Note: In addition, for FY 2019-20, the City of Vallejo anticipates that it will require that agencies allocated funding submit requested documentation (a signed Agreement, Scope of Services, Budget, and original insurance certificates and endorsements or binders) to the City of Vallejo by not later than Friday, June 28, 2019 so that Agreements may be executed in a timely manner. Failure to do so by Friday, June 28, 2019 will result in forfeiture by an agency of its FY 2019-20 funding allocation.**

**FOR NEW APPLICANTS ONLY:**

**Agencies NOT currently receiving CDBG Program funds (in FY 2018-19) are required to attach the following documentation listed below in #12 through #17:**



**12. AGENCY NON-PROFIT STATUS / 501 (C) 3 DESIGNATION LETTER FROM INTERNAL REVENUE SERVICE**

**13. AGENCY ARTICLES OF INCORPORATION**

**14. AGENCY BY-LAWS**

**15. AGENCY ANNUAL AUDITS OR FINANCIAL STATEMENTS, AND AGENCY BUDGETS WITH ALL FUNDING SOURCES, FOR THE LAST THREE FISCAL YEARS**

**16. AGENCY WRITTEN FISCAL / ACCOUNTING POLICIES AND PROCEDURES MANUAL**

**17. AGENCY WRITTEN PERSONEL POLICIES AND PROCEDURES MANUAL**

**[End of Application]**

## **ADDITIONAL INFORMATION**

### **I. APPLICATION SUBMISSION REQUIREMENTS (PHYSICAL DATA)**

Submit **two (2)** complete paper copies of the Application to:

Housing and Community Development Division, City of Vallejo  
200 Georgia Street  
Vallejo, CA 94590

Attention: [Chari.Barrera@cityofvallejo.net](mailto:Chari.Barrera@cityofvallejo.net)  
Tel: (707) 553-7204 Fax: (707) 648-5279

All questions related to the Application may be directed to the staff person named above.

**These two copies must be received by not later than 3:00 p. m. (PST) on Wednesday, March 6, 2019 in person or by regular U. S. mail.**

Pursuant to City Council direction (see "City Council Staff Report Dated December 18, 2018" at Exhibit 1), the City of Vallejo will not accept or consider any Applications that are: (1) submitted after the deadline, or (2) are substantially incomplete, with no exceptions.

### **II. EVALUATION CRITERIA**

Submissions will be evaluated based upon the response to provisions of the Application.

Ease of administration for the City of Vallejo and the most efficient use of staff resources is of high importance.

The following criteria will be used to evaluate responses to the Application, in this order of importance:

1. Agency's overall experience with delivering social services and its performance record with programs provided on behalf of CDBG Program eligible-clients.
2. Quality of references and experience with public agency clients.
3. Strength and financial stability of agency.
4. Expertise, technical qualifications, and quality of relationship management of agency staff who will execute the Scope of Services outlined in the Application.
5. Ability and commitment to meet the timelines identified in the Application to execute the Agreement and to begin providing services promptly.

The City of Vallejo may reject any Application in which the approach or qualifications are not deemed to be within an acceptable range. The City of Vallejo may seek clarifications from any or all agencies regarding their Applications, or may request that agencies submit modified Applications.

This Application does not commit the City of Vallejo to allocate funding. Agencies shall bear all costs incurred in the preparation of the Application and participating in the Application process. The City of Vallejo reserves the right to reject any and all Applications, to accept the Applications it considers most favorable to the City of Vallejo's interest in its sole discretion, and to waive minor irregularities. The City of Vallejo further reserves the right to seek new Applications when such a procedure is considered by it to be in the best interest of the City of Vallejo.

### Exhibits

Exhibit 1 – City Council Staff Report Dated December 18, 2018

Exhibit 2 – Sample CDBG Program Social Services Agreement

**Exhibit 1 – City Council Staff Report Dated December 18, 2018**

for a three year term, with an option to extend yearly, not to exceed five years.  
Contact: Annette Taylor, Senior Community Development Analyst (707) 649-3510

[annette.taylor@cityofvallejo.net](mailto:annette.taylor@cityofvallejo.net)

**Action:** Authorized the City Manager to execute a service agreement with the Vallejo Convention and Visitors Bureau (VCVB) for marketing services for a three year term, with an option to extend yearly, not to exceed five years.

**E. COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BUDGET AMENDMENT**

**Recommendation:** Adopt a Resolution to amend the Fiscal Year (FY) 2018-19 Community Development Block Grant Program Budget (CDBG Program Budget) to increase the expenditure budget by \$601,128 and to reauthorize funding for projects and activities in progress.

Contact: Judy Shepard-Hall, Housing & Community Development Manager (707) 648-4408

[judy.shepard-hall@cityofvallejo.net](mailto:judy.shepard-hall@cityofvallejo.net)

**Action:** item was removed from the Consent Calendar.

**Speaker:** Ryan Messano

**Action:** Moved by Vice Mayor Miessner and carried unanimously to adopt Resolution No. 18-112 N.C.

**F. HOME INVESTMENT PARTNERSHIPS PROGRAM BUDGET AMENDMENT**

**Recommendation:** Adopt a Resolution to amend the Fiscal Year (FY) 2018-19 HOME Investment Partnerships Program Budget (Home Program) to increase the expenditure budget by \$1,990,319 and reauthorize funding for projects and activities in progress.

Contact: Judy Shepard-Hall, Housing & Community Development Manager (707) 648-4408

[judy.shepard-hall@cityofvallejo.net](mailto:judy.shepard-hall@cityofvallejo.net)

**Action:** Adopted Resolution No. 18-113 N.C.

**G. FISCAL YEAR 2019-20 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING PROCESS**

**Recommendation:** Authorize the City Manager to approve a process for the allocation of Fiscal Year (FY) 2019-20 Community Development Block Grant

(CDBG) and Home Investment Partnerships Program Funding (HOME Program) funds as outlined in the Staff Report.

Contact: Judy Shepard-Hall, Housing & Community Development Manager  
(707) 648-4408

[judy.shepard-hall@cityofvallejo.net](mailto:judy.shepard-hall@cityofvallejo.net)

**Action:** Authorized the City Manager to approve a process for the allocation of Fiscal Year (FY) 2019-20 Community Development Block Grant (CDBG) and Home Investment Partnerships Program Funding (HOME Program) funds as outlined in the Staff Report.

H. **AMEND THE FY 2018-19 BUDGET AND AWARD CONSTRUCTION CONTRACT FOR WATER MAINS CIP FY 2018-19 PROJECT**

Recommendation:

1. Adopt a Resolution amending the Water Mains CIP FY2018-19 Project budget by transferring \$200,000 from the City Water Operating Fund balance, increasing the project budget to \$1.2M.
2. Adopt a Resolution approving the plans and specifications for the Water Mains Capital Improvements FY 2018-19 Project and authorize the City Manager to award a construction contract in the amount of \$1,138,270 to Team Ghilotti, Inc., of Petaluma, CA, in accordance with the approved plans and specifications.

Contact: Mike Malone, Water Director, 707-648-4308

[mike.malone@cityofvallejo.net](mailto:mike.malone@cityofvallejo.net)

**Action:** Adopted Resolution Nos. 18-114 and 18-115 N.C.

I. **MEMORANDUM OF UNDERSTANDING WITH COMMUNITY ACTION PARTNERSHIP SOLANO JOINT POWERS AUTHORITY FOR COORDINATED ENTRY**

Recommendation: Adopt a resolution approving a Memorandum of Understanding (MOU) with the Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA) for a Coordinated Entry System.

Contact: Judy Shepard-Hall, Housing & Community Development Manager  
(707) 648-4408

[judy.shepard-hall@cityofvallejo.net](mailto:judy.shepard-hall@cityofvallejo.net)

**Action:** Adopted Resolution No. 18-116 N.C.

J. **AMENDMENT TO THE FY 2013-14 INSTRUMENTATION, CALIBRATION AND MAINTENANCE SERVICES CONTRACT WITH TELSTAR**



**DATE:** December 18, 2018  
**TO:** Mayor and Members of the City Council  
**FROM:** Judy Shepard-Hall, Housing & Community Development Manager  
**SUBJECT:** FISCAL YEAR 2019-20 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING PROCESS

**RECOMMENDATION**

Authorize the City Manager to approve a process for the allocation of Fiscal Year (FY) 2019-20 Community Development Block Grant (CDBG) and Home Investment Partnerships Program Funding (HOME Program) funds as outlined in the Staff Report.

**REASONS FOR RECOMMENDATION**

The City has received annual funding allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from the U. S. Department of Housing and Urban Development (HUD) since 1974 and 1990, respectively. These funds have helped the City to address its affordable housing and community development needs. The City Council typically approve a process for determining activities and projects every one or two years.

**BACKGROUND AND DISCUSSION**

This agenda item marks the beginning of a process to determine the allocation of FY 2019-20 CDBG and HOME Program funds to projects and activities as part of implementing the City's Five Year Consolidated Plan (Consolidated Plan). FY 2019-20 begins July 1, 2019. Staff proposes that the City Council approve the recommended funding process and criteria discussed in this report.

CDBG Program funds may be used for such projects as affordable housing, housing and neighborhood preservation or revitalization, public improvements in target area neighborhoods, curb ramps, social services, and economic development. HOME Program funds may be used only to support affordable housing.

The Housing and Community Development Commission, at its regular meeting on December 6, 2018, scheduled to recommend that the City Council approve the funding process described in this report.

**Availability of Funds**

For FY 2018-19, the current fiscal year, the City allocated \$1,036,867 in new CDBG Program funds. Of this amount, \$15,000 is revenue (program income) that the City anticipates it will receive in FY 2018-19, primarily from principal and interest loan repayments. The balance (\$1,021,867) is grant ("entitlement") funds the City received from HUD.

The City also received \$619,448 in new HOME Program funds from HUD for FY 2018-19, and estimated that

**Subject: FISCAL YEAR 2019-20 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING PROCESS**

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it would additionally receive \$100,000 in program income, also from loan repayments, for a total of \$719,448. Fifteen percent of the City's annual HOME Program grant received directly from HUD must be allocated to a qualified Community Housing Development Organization, (or "CHDO"). A CHDO is a non-profit affordable housing developer whose primary purpose is the development or management of housing.

The funding levels for FY 2019-20 are uncertain at this time. However, in order to adhere to the City's typical timeline and complete a funding process by May 15, staff recommends the City proceed on the assumption that it may receive approximately the same amount in CDBG Program and HOME Program funds in FY 2019-20 as it did in FY 2018-19.

**Background**

High Priority Needs – The Consolidated Plan is a five year planning document required by HUD in order for the City to receive certain federal affordable housing and community development funds. It documents in detail affordable housing and community development needs in Vallejo. The Plan contains data on the characteristics of the housing market and the existing housing stock, an assessment of affordable housing needs, and the resources available to address those needs. The City's current Consolidated Plan was approved by the City Council in May, 2015. The Plan includes the period beginning July 1, 2015 and ending June 30, 2020.

The Consolidated Plan has established the following groups as the most in need of assistance, in this order of priority: (1) very low- and low-income renters; (2) homeless persons, (3) non-homeless persons with special needs, and (4) very low- and low-income first time homebuyers.

The Plan also contains quantifiable goals and objectives in the areas of housing, target expenditures for the installation of public improvements and curb ramps, and providing social services. To date, the City has made significant progress in achieving its five year and annual goals.

Because the City will be taking on the development of a permanent supportive housing property as discussed below, staff does not recommend that the City accept CDBG or HOME Program applications for funding in FY 2019 -20 for housing activities/projects or public improvements other than those described below.

Housing – The Consolidated Plan documents a need for the development of affordable rental ownership housing; supportive housing for persons with special needs; first time homebuyer assistance; the acquisition, rehabilitation, and resale of foreclosed and short sale properties to stabilize neighborhoods; and services appropriate to address the needs of the unsheltered and chronically homeless population in the community.

Social Services- According to HUD guidelines, the City may allocate a maximum of fifteen percent of its CDBG Program funds each year to social service activities. In FY 2018-19, the City allocated \$155,530 to nine social service agencies.

The social service agencies receiving CDBG Program funds with direct benefit that serve vulnerable residents of the community, including the elderly, disabled, and very low-income and homeless persons. In FY 2018-19, they include such organizations as Meals on Wheels, Vallejo Senior Citizens' Council, Catholic Charities of



Solano, and Global Center for Success. Receiving these funds also enables many organizations to leverage other funding sources. Therefore, staff recommends that the City accept social service applications in FY 2019-20.

Staff estimates that there will be approximately \$150,000 available to allocate to social service programs in FY 2019-20. Staff further recommends that as in past years, the minimum funding allocation to each social service activity be \$20,000, and that there be no maximum. Staff believes that with limited funding, and numerous regulations mandated by HUD, it is not cost effective for the City to allocate less than \$20,000 per social service program and still meet the administrative requirements of the program. In some cases, the Commission and the City Council may wish to allocate more than \$20,000 to a program.

Program Administration – HUD regulations allow the City to allocate up to twenty percent and ten percent of its CDBG and HOME Program funds, respectively, each year to program administration. These funds are used for general management, oversight, and coordination of these programs by staff; and for providing public information.

Staff anticipates the City will need to allocate the full amount allowed in this category in FY 2019-20 to administer these programs effectively, and to ensure that program requirements are met.

#### **Proposed Process for Requesting CDBG Program Funds from Social Service Agencies**

The City would accept applications from social service organizations that will address the top priority needs in the Consolidated Plan, as described below.

Evaluation of Applications – Staff proposes the following criteria be used in screening and evaluating applications from social service agencies:

An agency must propose to address the needs of one of the following populations: (1) homeless single men in need of emergency shelter, (2) unsheltered homeless persons in need of appropriate supportive services, (3) homeless individuals in need of permanent housing, (4) very low- and low-income families with children, (5) homeless families with children in need of permanent housing, (6) supportive services for persons with HIV/AIDS, (7) supportive permanent housing for the severely mentally ill, (8) treatment and prevention programs for persons with substance abuse addictions, (9) programs meeting the needs of the elderly and disabled, and (10) victims of domestic violence. If awarded funding, agencies maintain household income and related documentation to verify benefit and services to one of these populations.

Agencies must document that they are chartered as a 501 (c) 3 organization, submit other eligibility documents, and provide evidence that they are fiscally sound. All applicants will submit a proposed CDBG Program budget (simple line item) for direct costs only, an overall organizational budget, and a financial audit or financial statements as applicable. All applicants must also submit written fiscal and personnel policies and procedures.

According to HUD guidelines, the City must expend CDBG Program funds promptly. Therefore, staff recommends that the City consider funding social service activities that have the best chance to be delivered

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in a timely manner.

Proposed Availability of Application, and Application Deadline – Staff proposes to prepare an application for social service organizations to complete and to make them available by or before Wednesday, February 6, 2019, with a deadline for organizations to return completed applications not later than 3:00 p. m. (PST) on Wednesday, March 6, 2019.

In fairness to those agencies that participate in the funding process from the beginning, and to ensure an orderly process, staff recommends that the Commission and the City Council not consider any application that is submitted after the March 6, 2019 deadline, or that is substantially incomplete, with no exceptions. After February 6 but prior to March 6, staff will hold a mandatory briefing session to prospective applicants for funding to review the program requirements and provide technical assistance on the social services application. The City will not accept an application for funding from a social service organization that does not attend a briefing.

FY 2019-20 Funding Agreements – After the City Council allocates CDBG Program and HOME Program funds in Spring of 2019, agencies awarded funding will execute an Agreement with the City in a timely manner. Some of the elements in the Agreement are: (1) quarterly reports must be submitted; (2) City staff will conduct quarterly reviews or meetings with the agencies, and on-site monitoring visits at the social service locations to review client and agencies files and records as needed, and program progress; (3) agencies will be reimbursed based on “cost per client” performance, i. e., the delivery of goals and objectives in the Scope of Services, or actual expenses, whichever is less.

### **FISCAL IMPACT**

If approved, the City Council's action will establish a funding process for the allocation of CDBG and HOME Program funds in FY 2019 -20. The City's application for FY 2019-20 CDBG and HOME Program funds, also known as an “Action Plan”, must be received by HUD by not later than May 15, 2019. There is no fiscal impact to the General fund associated with this item.

### **ENVIRONMENTAL REVIEW**

This action is exempt from the California Environmental Quality Act (CEQA) because it is not a project which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, pursuant to CEQA Guideline section 15378.

### **ATTACHMENTS**

None

### **CONTACT**

Judy Shepard-Hall, Housing & Community Development Manager (707) 648-4408  
[judy.shepard-hall@cityofvallejo.net](mailto:judy.shepard-hall@cityofvallejo.net)

**Exhibit 2 – Sample CDBG Program Social Services Agreement**

**FISCAL YEAR (FY) 2017-18  
AGREEMENT  
BY AND BETWEEN  
THE CITY OF VALLEJO  
AND  
FIGHTING BACK PARTNERSHIP**

This Agreement (hereinafter AGREEMENT), dated for reference July 1, 2017, by and between the CITY OF VALLEJO, a municipal corporation (hereinafter CITY), and **FIGHTING BACK PARTNERSHIP**, a California non-profit public benefit corporation, for its Homeless Navigation Program in Vallejo, California, (hereinafter AGENCY),

**WITNESSETH**

WHEREAS, CITY has received FY 2017-18 federal Community Development Block Grant (hereinafter CDBG) Program funds from the United States (U. S.) Department of Housing and Urban Development (hereinafter HUD) as an Entitlement public jurisdiction pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, CITY desires to engage AGENCY, and CITY has appropriated funds not to exceed **TWENTY THOUSAND SEVEN HUNDRED FORTY SEVEN DOLLARS AND NO CENTS (\$20,747.00)** in FY 2017-18, for the purpose of accomplishing the scope of services described in Exhibit A,

NOW, THEREFORE, THE PARTIES AGREE, as follows:

**I. CITY agrees to pay AGENCY for program.**

1. CITY shall reimburse AGENCY for all allowable costs and expenses, (also referred to as the "Budget") incurred in providing the program (also referred to as the "Scope of Services"), as specified in Exhibit A of AGREEMENT. The program, and allowable costs and expenses, shall be agreed to by both parties. The program, allowable costs, and expenses, may be amended upon the agreement of both parties.
2. If AGENCY is in compliance with all terms of AGREEMENT, under normal circumstances, CITY agrees to provide payment to AGENCY within fifteen working days of CITY's receipt of the request from AGENCY.

**II. AGENCY agrees to provide program.**

AGENCY agrees to provide program for the amounts shown in the budget contained in Exhibit B of AGREEMENT and pursuant to the terms of AGREEMENT. AGENCY agrees to comply with CDBG Program regulations at 24 CFR § 570; 24 CFR § 8; and 2 CFR § 200, which are incorporated herein by this reference.

**III. Coordination of program.**

1. CITY: The City Manager, or his/her designee, the Housing and Community Development Manager, shall be the PROGRAM MANAGER for CITY, and shall render overall supervision of the progress and performance of AGREEMENT by CITY.
2. AGENCY: The Executive Director, or his/her designee, shall be the PROGRAM DIRECTOR for AGENCY and shall have overall responsibility for the progress and execution of AGREEMENT. Should circumstances or conditions subsequent to the execution of AGREEMENT require a substitute PROGRAM DIRECTOR, AGENCY shall notify CITY immediately of such occurrence.
3. NOTICES: All notices or other correspondence required or contemplated by AGREEMENT shall be sent to the parties at the following addresses:

CITY:                   Housing and Community Development Manager  
                              City of Vallejo  
                              200 Georgia Street  
                              Vallejo, CA 94590

AGENCY:               Executive Director  
                              Fighting Back Partnership  
                              505 Santa Clara Street  
                              Vallejo, CA 94590

**IV. Obligations of AGENCY.**

AGENCY agrees to provide the following to CITY:

**Organization of AGENCY**

1. AGENCY shall have available and provide to CITY upon request:
  - a. A copy of Articles of Incorporation of AGENCY under the laws of the State of California.
  - b. A copy of current Bylaws of AGENCY.

- c. Verification and documentation of AGENCY's Internal Revenue Service nonprofit status under 26 U. S. C. § 501(c)(3).
  - d. Names and home addresses of current Board of Directors of AGENCY.
  - e. An organizational chart and staffing profile and roster, including names and home addresses of current employees of AGENCY. This information will be maintained in confidence by CITY and not released as a public record without prior written approval of AGENCY and AGENCY's employees.
  - f. A copy of the adopted Personnel Policies and Procedures of AGENCY.
  - g. A copy of the adopted Accounting Policies and Procedures of AGENCY.
2. AGENCY shall report any changes in the AGENCY's Articles of Incorporation, Bylaws, tax-exempt status, and/or Board membership to CITY's PROGRAM MANAGER.
  3. AGENCY shall open to the public all meetings of the Board of Directors, except meetings, or portions thereof, exempted pursuant to the Ralph M. Brown Act or other appropriate legislation.
  4. AGENCY shall keep and maintain minutes, approved by the Board of Directors, of all regular and special meetings. The Board of Directors shall meet at least quarterly.
  5. AGENCY shall adhere to the provisions of Sections 2.72.030 and 2.72.040 of CITY Municipal Code, which is incorporated herein by this reference.

**Program performance of AGENCY**

**AGENCY shall:**

1. Accomplish the scope of services of the program incorporated in AGREEMENT in Exhibit A in a timely manner.
2. Maintain documentation of the scope of services (Exhibit A) on file for inspection, with an **audit trail from source documents** to worksheets to reports. Failure to document adequately the scope of services and the required statistics on client beneficiaries or units of service will result in disallowance of costs.

3. Provide program that primarily benefits low- and moderate-income persons, or persons presumed by HUD to be low- and moderate-income, e. g., elderly persons. Low- and moderate-income is defined as 80 percent of the median income or below for CITY as established by HUD. The most recent income guidelines published by HUD will be referenced.
4. **By Friday, September 29, 2017** provide at least **fifteen percent** of the units of service, and serve at least **fifteen percent** of the number of clients, as required in AGREEMENT and as described in Exhibit A, as applicable. **By Friday, September 29, 2017** incur at least **fifteen percent** of the FY 2017-18 CDBG Program funding allocation. Failure to meet all of the requirements of this paragraph shall result in CITY reducing AGENCY's FY 2017-18 funding allocation by **fifteen percent**.
5. **By Friday, October 13, 2017**, submit claims to CITY in the manner described in AGREEMENT for at least **fifteen percent** of the FY 2017-18 CDBG Program funding allocation. Failure to do so shall result in CITY reducing AGENCY's FY 2017-18 funding allocation by **fifteen percent**.

Payment to AGENCY related to expenditures and completion of scope of services

1. Payment will only be authorized for services delivered to residents of CITY.
2. CITY shall reimburse AGENCY its allocation for the number of Vallejo clients served, as applicable. Reimbursement shall be based on a cost per client basis. The cost per client is identified in Exhibit A.
3. For each cost reimbursement claim or Quarterly Report that is incomplete or inaccurate, AGENCY's CDBG Program allocation shall be reduced by **\$500.00**.
4. Regardless of any other provisions herein, CITY shall not provide payment to AGENCY in excess of AGENCY's actual CDBG Program expenses. Furthermore, CITY shall not reimburse AGENCY for expenses that exceed the amount allocated to AGENCY.
5. CITY will not pay for costs under AGREEMENT paid for with other grants.

### Fiscal responsibilities of AGENCY

AGENCY shall:

1. Adhere to written Accounting Policies and Procedures adopted by AGENCY's Board of Directors.
2. Disallowed Costs. AGENCY is liable for repayment of disallowed costs. Disallowed costs may be identified through audits, monitoring, or other means. AGENCY shall be afforded the opportunity to respond to any adverse findings which may lead to disallowed costs.
3. Submit to CITY AGENCY's requests for reimbursement, together with all supporting documentation. The minimum amount for each reimbursement request shall be **\$1,000.00** (excluding the final claims to close out the account balance at the end of FY 2017-18).
4. Comply with accounting rules SFA 116 and 117 as issued by the Financial Accounting Standards Board in June, 1993.
5. Promptly pay any debts or obligations to CITY.

### Records, reports, and audits of AGENCY

Establishment and maintenance of records:

AGENCY shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to reflect properly all matters covered by AGREEMENT.

Preservation of records:

AGENCY shall preserve and make available its records:

1. until the expiration of three years from the date of the submission of the final expenditure report;
2. for longer periods, if any, as are required by applicable law, or
3. if AGREEMENT is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.



#### Examination of records and/or facilities:

At any time during normal business hours, and as often as may be deemed necessary, AGENCY agrees that CITY, and/or any duly authorized representatives shall, until expiration of (a) three years after final payment under AGREEMENT, or (b) longer periods as may be prescribed, have access to and the right to examine its offices and facilities engaged in performance of AGREEMENT, and audit all its records and data with respect to all matters covered by AGREEMENT, excepting those falling within the attorney-client privilege, and those falling within the attorney – work-product privilege. CITY shall provide AGENCY with reasonable notice of any examination.

#### CITY monitoring reviews:

CITY may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. AGENCY will be notified in advance that a review will be conducted. AGENCY will be afforded an opportunity to respond to any monitoring findings. Cost of such reviews will be borne by CITY. CITY may withhold payment and/or terminate AGREEMENT if the AGENCY fails to respond to or correct finding(s).

#### Quarterly reports

1. Throughout the entire AGREEMENT term, within fifteen calendar days of the end of each quarter, or sooner, provide written reports to CITY which detail program performance, as shown in Exhibit D.

The following are the due dates for the FY 2017-18 Quarterly Reports:

**First Quarter: Friday, October 13, 2017**  
**Second Quarter: Friday, January 12, 2018**  
**Third Quarter: Friday, April 13, 2018**  
**Fourth Quarter: Friday, July 13, 2018**

AGENCY Quarterly Reports must be received by CITY not later than on the dates cited above.

2. Should AGENCY fail to submit a Quarterly Report by the required deadlines, CITY shall reduce AGENCY's allocation of CDBG Program funds by five percent every week, or portion thereof, that a completed Quarterly Report is not submitted.

**V. Compliance with AGREEMENT.**

**AGREEMENT noncompliance**

1. With receipt by CITY of any information that evidences a failure or deficiency by AGENCY to comply with any provision of AGREEMENT, CITY shall have the right to suspend payments, terminate AGREEMENT, demand repayment of any and all amounts provided to AGENCY under AGREEMENT, and/or require corrective action to enforce compliance with such provision.
2. Examples of AGREEMENT noncompliance include:
  - a. If AGENCY (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to CITY in connection with its program
  - b. If there is pending litigation with respect to the performance by AGENCY of any of its duties or obligations under AGREEMENT which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.
  - c. If AGENCY shall have taken any action pertaining to its program, which requires CITY approval, without having obtained such approval.
  - d. If AGENCY is in default under the provisions of AGREEMENT.
  - e. If AGENCY makes improper use of grant funds.
  - f. If AGENCY fails to comply with any of the terms and conditions of AGREEMENT in such a manner as to constitute material breach thereof.
  - g. If AGENCY fails to accomplish the scope of services listed in Exhibit A in a timely manner.

**Corrective action**

CITY may forward to AGENCY recommendations to correct unsatisfactory program performance and/or non-compliance, and a time-table for implementing the recommendations. Following implementation of the corrective actions, AGENCY shall forward to CITY, within the time specified by CITY, any documentary evidence required by CITY to verify that the corrective actions have been taken. In the event AGENCY does not implement the corrective action recommendations in accordance with the corrective action timetable, CITY may suspend payments hereunder,

terminate AGREEMENT, and/or demand repayment of any or all amounts provided to AGENCY under AGREEMENT.

**Reprogramming of budgeted funds only**

CITY's PROGRAM MANAGER may, at the request of AGENCY, approve one reasonable reprogramming of the CDBG Program funds specified in AGREEMENT from any budgeted cost category or categories, provided that there is not an increase in the total amount specified in AGREEMENT, and that the nature of the activity does not significantly change. Approval by CITY's PROGRAM MANAGER of such reprogramming of funds must be in writing, and shall be at sole discretion of PROGRAM MANAGER. Such request submitted by AGENCY shall be received by CITY by Friday, March 30, 2018.

**VI.**

**Assignability and independent contractor requirements.**

1. The relationship of AGENCY to CITY is that of an independent contractor. AGENCY has full rights to manage its employees subject to the requirements of the law. All persons employed by AGENCY in connection with AGREEMENT shall be employees of AGENCY and not employees of CITY in any respect. AGENCY shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.
2. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written approval by CITY's PROGRAM MANAGER.
3. No subcontractor of AGENCY will be recognized by CITY as such. All subcontractors are deemed to be employees of AGENCY, and AGENCY agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

**VII.**

**Compliance with law.**

AGENCY shall become familiar and comply with and cause all its employees and subcontractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of AGENCY to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve AGENCY of its responsibility to adhere to same, and AGENCY herein acknowledges this responsibility.

**VIII. Terms and amendments.**

Amendments to the terms and conditions of AGREEMENT shall be requested in writing by the party desiring such revision, and any such adjustment to AGREEMENT shall be determined and effective only upon the mutual agreement in writing of the parties hereto.

**IX. Integrated document.**

AGREEMENT embodies the contract between CITY and AGENCY and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of CITY prior to execution of AGREEMENT shall affect or modify any of the terms or obligations contained in any documents comprising AGREEMENT. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

**X. Indemnification/insurance.**

AGENCY shall indemnify, defend (with independent counsel approved by CITY), and hold harmless CITY, its officers, officials, directors, employees, agents, volunteers, and affiliates and each of them from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with AGENCY's operations, or any subcontractor's operations, to be performed under AGREEMENT, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of CITY.

The provision of this Section shall survive the expiration or termination of this AGREEMENT and are not limited by any provisions relating to insurance in AGREEMENT.

AGENCY agrees to comply with all of the insurance requirements set forth in Exhibit C. Failure to maintain required insurance at all times shall constitute a default and material breach. Insurance verification must be attached to Exhibit C.

**XI. Rights and remedies not waived.**

In no event shall any payment by CITY or any acceptance of payment by AGENCY hereunder constitute or be construed to be a waiver by CITY or AGENCY of any breach of covenants or conditions of AGREEMENT or any default which may then exist on the part of CITY or AGENCY, and the making of any such payment while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CITY or AGENCY with respect to such breach or default.

## **XII.**

### **Termination.**

#### **Termination for cause**

Payments under AGREEMENT may be suspended or terminated at any time before the date of completion by CITY if:

1. AGENCY fails to comply with the conditions of AGREEMENT.
2. AGENCY refuses to accept any additional conditions that may be imposed by CITY as a result of changes required by law or by the Federal government.
3. The grant to CITY made pursuant to the Housing and Community Development Act of 1974 as amended is suspended or terminated.
4. AGENCY fails to take corrective actions required by CITY.

#### **Termination for convenience**

CITY or AGENCY may terminate AGREEMENT in whole or in part when both parties agree that the continuation of AGENCY's program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

#### **Upon suspension or termination AGENCY shall:**

1. Not incur new obligations and shall cancel as many outstanding obligations as possible.
2. Be paid only for services actually rendered to CITY to the date of such suspension or termination; provided, however, if AGREEMENT is suspended or terminated for fault of AGENCY, CITY shall be obligated to compensate AGENCY only for that portion of AGENCY's services which are of benefit to CITY.
3. Turn over to CITY immediately any and all copies of studies, reports, and other data prepared by AGENCY or its subcontractors, whether or not completed, in connection with AGREEMENT; such materials shall become property of CITY. AGENCY, however, shall not be liable for CITY's use of incomplete documents if used for other than the services contemplated by AGREEMENT.

**XIII. CDBG program funds available for a limited time.**

1. AGENCY is responsible for CITY'S receipt of final FY 2017-18 billings by Friday, July 13, 2018, after which no further FY 2017-18 billings will be accepted.
2. CITY may reimburse AGENCY no more than the amount indicated in Exhibit B, provided the expenses were incurred between July 1, 2017, and June 30, 2018. CITY is not liable for any AGENCY expenses incurred before July 1, 2017, or after June 30, 2018.

**XIV. Miscellaneous provisions.**

**Captions**

The captions of the various sections, paragraphs, and subparagraphs of AGREEMENT are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

**No third party beneficiary**

AGREEMENT shall not be construed or deemed to be a contract between or for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

**Severability clause**

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

**XV. Term of AGREEMENT.**

The term of AGREEMENT shall commence on July 1, 2017, and end on June 30, 2018.

**XVI. Attachments.**

Attached hereto and made a part of AGREEMENT are the following Exhibits:

Exhibit A - Scope of Services, Fiscal Year 2017-18

Exhibit B - Budget, Fiscal Year 2017-18

Exhibit C - Evidence of Insurance

Exhibit D - Quarterly Report Form, Fiscal Year 2017-18

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed AGREEMENT in triplicate on the day and year set below each of the parties.

**FIGHTING BACK PARTNERSHIP, a California non-profit public benefit corporation, for its Homeless Navigation Program in Vallejo, California**

**CITY OF VALLEJO, a municipal corporation**

By: 

By:   
Daniel E. Keen, City Manager

Its: Secretary

Date: 9-21-17

Date: 8/23/2017

ATTEST:  
By:   
Dawn G. Abrahamson, City Clerk

By: 

(City Seal)

Its: Treasurer

APPROVED AS TO FORM AND INSURANCE REQUIREMENTS:

Date: 8/25/2017

  
Claudia Quintana, City Attorney

APPROVED AS TO CONTENT:

  
Teri Killgore,  
Assistant City Manager

**EXHIBIT A**  
**FIGHTING BACK PARTNERSHIP**  
**CDBG PROGRAM SCOPE OF SERVICES**  
**FISCAL YEAR (FY) 2017-18**

**PROGRAM DESCRIPTION:**

Project provides direct service support and access to service information through a Homeless Navigation Program.

**PROJECT OBJECTIVE:**

To provide direct service support and access to service information to 60 unduplicated homeless individuals.

CITY may reimburse AGENCY \$345.78 for every unduplicated very low-income client served, up to a maximum of \$20,747.00, or AGENCY's actual CDBG Program expenses, whichever is less.



**EXHIBIT B  
FIGHTING BACK PARTNERSHIP  
HOMELESS NAVIGATION PROGRAM  
CDBG PROGRAM BUDGET  
FISCAL YEAR (FY) 2017-18**

	<b>FY 2017-18</b>
<b>Partial Salary and Benefits of Homeless Services Coordinator (for time spent providing direct services to clients), \$18.00 per hour</b>	<b>20,747.00</b>
<b>TOTAL</b>	<b>20,747.00</b>

**EXHIBIT C  
EVIDENCE OF INSURANCE**

**INSURANCE REQUIREMENTS:**

AGENCY shall procure and maintain for the duration of AGREEMENT, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by AGENCY, its agents, representatives, employees, or subcontractors.

**A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability Insurance, when applicable, appropriate to AGENCY's profession (Errors and Omissions).

\_\_\_\_\_ (check if required)

\_\_\_\_\_ AGENCY Acknowledgement of Requirement (AGENCY initials)

5. "All risk" Property Insurance, when applicable, which shall include fire and extended coverage, sprinkler leakage, vandalism, and malicious mischief coverage for all buildings, equipment, fixtures, and materials used or stored for use by AGENCY. This insurance shall contain a loss payee provision providing that all proceeds allocated to the buildings, fixtures, and any other property that is not AGENCY's personal property shall be paid to CITY.

\_\_\_\_\_ (check if required)

\_\_\_\_\_ AGENCY Acknowledgement of Requirement (AGENCY initials)

## **B. Minimum Limits of Insurance**

AGENCY shall maintain limits no less than:

1. General Liability: \$2,000,000.00 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
2. Automobile Liability: \$1,000,000.00 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease. If AGENCY is not subject to California Workers' Compensation requirements, AGENCY shall file a completed Certificate of Exemption Form which may be obtained from CITY prior to commencing any activity authorized hereunder.
4. Professional Liability (Errors and Omissions): \$1,000,000.00 combined single limit per claim, and annual aggregate.
5. "All risk" Property Insurance: One hundred percent of the then current replacement value of all buildings, equipment, fixtures, and materials used or stored for use by AGENCY.

## **C. Deductible and Self-insured Retention**

Any deductibles or self-insured retention must be declared to and approved by CITY's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to CITY's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self-insured retention as respects CITY, its officers, officials, employees, and volunteers; or AGENCY shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

## **D. Other Insurance Provisions**

The General Liability and Automobile Liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents, and volunteers are to be covered as additional insured as respects: liability, including defense costs, arising out of activities performed by or on behalf of AGENCY; products and completed operations of AGENCY; premises owned, occupied, or used by AGENCY; or automobiles owned, leased, hired, or borrowed by AGENCY. The coverage shall contain no special limitations on the scope of protection afforded

to CITY, its officers, officials, employees, agents, or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

2. For any claims related to AGREEMENT, AGENCY's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents, or volunteers shall be excess of AGENCY's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents, or volunteers.

4. AGENCY'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. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty days' prior written notice by certified mail, return receipt requested, has been given to CITY.

The Workers' Compensation and Employer's Liability policy required hereunder shall be endorsed to state that the Worker's Compensation carrier waives its right of subrogation against CITY, its officers, officials, employees, agents, and volunteers, which might arise by reason of payment under such policy in connection with AGENCY's performance under AGREEMENT.

#### **E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII.

#### **F. Verification of Coverage**

AGENCY shall furnish CITY with original certificates of insurance for all insurances required by AGREEMENT, and with endorsements effecting general and automobile liability insurance coverages required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY's Risk Manager before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsement affecting the coverage, by AGREEMENT at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by CITY's Risk Manager:

City of Vallejo  
Attention: City Attorney  
555 Santa Clara Street  
Vallejo, CA 94590

**G. Subcontractors**

AGENCY shall include all subcontractors as insured 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.

**H. Payment Withhold**

CITY will withhold payments to AGENCY if the certificates of insurance and endorsements required in Paragraph f, above, are canceled or if AGENCY otherwise ceases to be insured as required herein.



FIGHT-1

OP ID: JG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Vallejo Insurance Associates P. O. Box 4448 Vallejo, CA 94590 Jeanne Kilkenny-Turk		707-554-6080 <b>CONTACT NAME:</b> Jeanne Kilkenny-Turk <b>PHONE (A/C, No, Ext):</b> 707-554-6080 <b>FAX (A/C, No):</b> 707-554-2198 <b>E-MAIL ADDRESS:</b> jkilkenny-turk@vallejoinsurance.com	
<b>INSURED:</b> Fighting Back Partnership 505 Santa Clara St. 3rd Floor Vallejo, CA 94590		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LIB	TYPE OF INSURANCE	ADDL INFO	SUBR NO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		PAC4757939 02	09/03/2017	09/03/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PAC4757939 02	08/03/2017	09/03/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			UMB4757940 02	09/03/2017	09/03/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supersedes certificate issued 8/31/17. Certificate holder is named as additional insured per written agreement in respect to the General Liability CG2025 04/13

## CERTIFICATE HOLDER

## CANCELLATION

0000000  City of Vallejo Attn: Guy Ricca 200 Georgia St. Vallejo, CA 94590	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Jeanne Kilkenny-Turk <i>Jeanne Kilkenny-Turk</i>
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ACORD 25 (2016/03)

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Policy: PAC 475-79-39 02

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

Name of Additional Insured Person(s) or Organization(s):

CITY OF VALLEJO  
ATTN: GUY RICCA  
200 GEORGIA STREET  
VALLEJO, CA 94590

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/08/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> InterWest Insurance Serv., LLC License #0B01094 P.O. Box 8110 Chico, CA 95927-8110 Select Business Unit	<b>CONTACT NAME:</b> Linda Mickey, Account Manager <b>PHONE (A/C No. Ext):</b> 530-897-3193 <b>FAX (A/C No):</b> 530-891-7793 <b>E-MAIL ADDRESS:</b> lmickey@lwins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Fighting Back Partnership Geraldine Williams 505 Santa Clara St., 3rd Floor Vallejo, CA 94590	<b>INSURER A:</b> State Comp Ins Fund (CA)	<b>NAIC #</b> 35076
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		<b>RECEIVED</b> City of Vallejo Housing and Community Development Division  <b>JUN 12 2017</b>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Referred to _____			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		9018985-17	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Confirmation of coverage.**

<b>CERTIFICATE HOLDER</b>  VAL0200  City of Vallejo, Housing & Community Development Div. Attn: Guy Ricca 200 Georgia Street Vallejo, CA 94590-5930	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Linda Mickey</i>
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EXHIBIT D

FISCAL YEAR (FY) 2017-18

CITY OF VALLEJO CDBG PROGRAM AGENCY QUARTERLY REPORT

FOR PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

PROGRAM: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

I. STATUS OF PROGRAM OBJECTIVES (Attach comments, if any.)

II. ANNUAL OBJECTIVE (See Agreement, Exhibit "A")

Number of Unduplicated Clients to be Served \_\_\_\_\_

III. CLIENT CHARACTERISTICS OF VALLEJO PERSONS SERVED (UNDUPLICATED COUNTS)

	<u>Quarter</u>	<u>Year to Date</u> (July 1, 2017 to Present)
A. Number of Clients Served	_____	_____
B. <u>Household Income (per attached chart)</u>		
Very Low Income (0-50% MFI)	_____	_____
Low Income (51-80% MFI)	_____	_____
Higher Income (81%+ MFI)	_____	_____
<b>Total</b>	_____	_____
C. <u>Sex</u>		
Male:	_____	_____
Female:	_____	_____
<b>Total</b>	_____	_____
D. <u>Ethnicity</u>		
White	_____	_____
African-American	_____	_____
Latino	_____	_____
Asian, Filipino, Pacific Islander	_____	_____
Native American, Alaskan Native	_____	_____
<b>Total</b>	_____	_____
E. Elderly (Age 62 and Over)	_____	_____
F. Youth (Age Eighteen and Under)	_____	_____

G. Handicapped \_\_\_\_\_

H. Female-Headed Households \_\_\_\_\_

IV. **BUDGET REPORT ON USE OF FUNDS FOR VALLEJO CLIENTS** (See Agreement, Exhibit "B")

<u>Line Item</u>	<u>Budgeted Amount</u>	<u>Amount Expended to Date</u>	<u>Balance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>TOTAL</b> _____	_____	_____	_____

V. **SIGNATURE OF REPORT PREPARER** \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**FOR CITY OF VALLEJO  
OFFICE USE ONLY**

Reviewed by: \_\_\_\_\_

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

Remarks:



# FY 2017 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](http://HUD.gov) [HUD User Home Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## FY 2017 Income Limits Summary

FY 2017 Income Limit Area	Median Income Explanation	FY 2017 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Solano County	\$80,400	Very Low (50%) Income Limits (\$) <input type="button" value="Explanation"/>	28,150	32,200	36,200	<b>40,200</b>	43,450	46,650	49,850	53,100
		Extremely Low Income Limits (\$)* <input type="button" value="Explanation"/>	16,900	19,300	21,700	<b>24,600</b>	28,780	32,960	37,140	41,320
		Low (80%) Income Limits (\$) <input type="button" value="Explanation"/>	45,050	51,450	57,900	<b>64,300</b>	69,450	74,600	79,750	84,900

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.


Income Limit areas are based on FY 2017 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2017 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2016 Median Family Income and Income Limits for Solano County](#)

4-14-2017

Select a different county or county equivalent in California:

- Santa Clara County ▲
- Santa Cruz County
- Shasta County
- Sierra County
- Siskiyou County 
- Solano County ▼

Select county or county equivalent

Select any FY2017 HUD Metropolitan FMR Area's Income Limits:

Vallejo-Fairfield, CA MSA ▼

Select HMFA Income Limits Area

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the Economic and Market Analysis Division, HUD.