AGREEMENT

BETWEEN THE CITY OF ESCONDIDO AND

INTERFAITH COMMUNITY SERVICES FOR

THE ALLIANCE FOR REGIONAL SOLUTIONS

CFDA 14.218

FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

This Agreement made and entered into by and between the City of Escondido, a municipal corporation of the state of California, hereinafter "CITY," and Interfaith Community Services, for the Alliance for Regional Solutions, hereinafter "SUBRECIPIENT."

WITNESSETH:

RECITALS:

- CITY is recipient of funds from the United States Department of Housing and Urban Development (hereinafter "HUD") pursuant to Title I of the Housing and Community Development Act of 1974 (41 U.S.C. 5301-5320) as amended (hereinafter "ACT").
- 2. CITY has approved the provision of federal funds under the Act to be used by the SUBRECIPIENT as provided in its "Work Plan," attached hereto as Attachment "A" and as further modified by any negotiated Statement of Work.
- 3. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work.
- SUBRECIPIENT warrants that it has the expertise and experience to perform the work set forth in the Work Plan and Statement of Work.
- 5. SUBRECIPIENT represents that it shall perform the work as set forth in the Work Plan and Statement of Work pursuant to the "Budget," attached hereto as Attachment "B" and incorporated herein by reference.
- 6. CITY shall provide Community Development Block Grant "CDBG" 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:
 - 1. The term of this Agreement shall be FY 2018-2019 (July 1, 2018 June 30, 2019).

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

A. SUBRECIPIENT OBLIGATIONS

1. <u>Use of Funds.</u> SUBRECIPIENT agrees to use federal funds provided by CITY to SUBRECIPIENT pursuant to the provisions of this Agreement, the Work Plan and Statement 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.

If SUBRECIPIENT uses the federal funds provided by CITY for the purpose of acquisition of real property or to reduce the cost of financing of acquisition of real property, there shall be no alteration of the use of the real property so acquired and no additional encumbrances placed on such property during the period of this agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld.

SUBRECIPIENT shall, upon receipt of such federal funds for the purpose of acquiring or improving real property, cause a Deed of Trust, secured by a Promissory Note, to be executed and recorded, in favor of the CITY, for the amount of the federal funds provided by the CITY.

If SUBRECIPIENT uses federal funds provided by the CITY as set out in the preceding paragraph, and further encumbers the real property acquired without first giving notice to the CITY, and obtaining the CITY's written consent, which consent shall not be unreasonably withheld, such action on the part of the SUBRECIPIENT will be cause for termination or revocation of this Agreement and reversion of assets as delineated in paragraph A.(15.) or collection on any Promissory Note executed in favor of the CITY.

2. <u>Statement of Work.</u> SUBRECIPIENT represents that it will negotiate a Statement of Work in accordance with the Work Plan that will include 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. <u>Budget.</u> SUBRECIPIENT represents that the Budget includes only allowable costs and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR 570.502, which includes requirements for compliance with the following in addition to other requirements as stated in 2 CFR Part 200 Subpart E – Cost Principles.

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

4. <u>Records and Reports.</u> The SUBRECIPIENT shall maintain records and reports as required by Federal Regulation 24 CFR 570.506 and 570.503, 2 CFR Part 200.333-227, and 24 CFR 85.32-34 which may include but are not limited to:

a. Records.

- (1) Documentation providing a full description of the activity undertaken.
- (2) Documentation demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program.
- (3) Documentation of the number, race and income level of persons and/or families participating in or benefiting the SUBRECIPIENT'S program.
- (4) Documentation of all CDBG funds received from CITY.
- (5) Documentation of expenses as identified in the Budget.
- (6) Property and equipment acquisition, management and disposition documentation.
- (7) Any such other related records as CITY shall require.

b. Reports.

- (1) Payment Request/Invoice
- (2) Quarterly Performance and Demographic Reports
- (3) Final Evaluation Report
- (4) Any such other reports as CITY shall reasonably require.
- 5. <u>Program Income.</u> Transfers of grant funds by the City to the SUBRECIPIENT shall be adjusted according to the principles described in 24 CFR 570.504(b)(2), and 24CFR570.504(c). Any program income on hand when this Agreement expires, or

- received after this Agreement's expiration, shall be paid to the CITY as required by Section A.15 of this Agreement and 24 CFR 570.503(b)(8).
- Uniform Administrative Requirements. The SUBRECIPIENT shall comply with applicable uniform administrative requirements as described in 24 CFR 570.502, 2 CFR Part 200, and 24 CFR 570 Subpart K.
- Separation of Accounts. All funds received by SUBRECIPIENT from City pursuant to this Agreement shall be maintained separate and apart from any other fund of SUBRECIPIENT or of any principal or member of SUBRECIPIENT in an account in a federally insured banking or savings and loan institution. No monies shall be withdrawn from such account except for expenditures authorized by this Agreement.
- 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 three (3) 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 three (3) years until resolution or disposition of such appeals, litigation claims, or exceptions.
- 9. Compliance with Applicable Laws. SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits including but not limited to federal CDBG financial and contractual procedures, and 2 CRF Part 200, as set forth in 24 CFR 570.502(b). Said federal documents are on file in the City of Escondido Community Development Block Grant Division, 201 N. Broadway, Escondido, CA 92025, and are incorporated herein by reference. 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 California Environmental Quality Act are met for any permits or other entitlements required to carry out the terms of this Agreement.

SUBRECIPIENT agrees to comply fully with all applicable federal, state and local laws, ordinances, regulations, and permits regarding provision of services to non-U.S. citizens.

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10. Affirmative Action Policy.

a. Provision of Program Services.

- (1) SUBRECIPIENT shall not, on the ground of race, color, national origin, sex or disability, 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 CDBG funds.
- (2) SUBRECIPIENT shall not, under any program or activity funded in whole or in part with CDBG funds, on the ground of race, color, national origin, sex or disability:
 - (a) Deny any facilities, services, financial aid or other benefits provided under the program or activity.
 - (b) Provide any facilities, services, financial aid or other benefits which are different or are provided in a different form from that provided to others under the program or activity.
 - (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 under the program or activity.
 - (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 under the program or activity.

- (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 provided under the program or activity as an employee.
- (f) Deny an opportunity to participate in a program or activity as an employee.
- (3) SUBRECIPIENT may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, color, national origin, sex or disability, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to individuals of a particular race, color, national origin, sex or disability.
- (4) SUBRECIPIENT, in determining the site or location of housing or facilities provided in whole or in part with CDBG 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, national origin, sex or disability, 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.
- (5) (a) In administering a program or activity funded in whole or in part with CDBG funds regarding which the SUBRECIPIENT has previously discriminated against persons on the ground of race, color, national original, sex or disability, the SUBRECIPIENT must take affirmative action to overcome the effects of prior discrimination.
 - (b) Even in the absence of such prior discrimination, a SUBRECIPIENT in administering a program or activity funded in whole or in part with CDBG funds should take affirmative action to overcome the effects of conditions which would otherwise result in limiting participation by persons of a particular race, color, national origin, sex or disability, to exclude individuals from participation in, to deny them the benefits of, or to subject them to discrimination under any program or activity to which CDBG funding applies, the SUBRECIPIENT has an obligation to

- take reasonable action to remove or overcome the consequences of the prior discriminatory practice or usage, and to accomplish the purpose of the Civil Rights Act of 1964.
- (c) A SUBRECIPIENT shall not be prohibited by this part from taking any eligible action to ameliorate any imbalance in services or facilities provided to any geographic area or specific group of persons within its jurisdiction where the purpose of such action is to overcome prior discriminatory practice or usage.
- (6) Notwithstanding anything to the contrary in Sections A.10.a(1-5), 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. <u>Employment Discrimination</u>.

- (1) SUBRECIPIENT shall not discriminate against any employee or application for employment because of race, color, religion, sex, national origin, age or disability. SUBRECIPIENT shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or disability. 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 nondiscrimination 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, religion, sex, national origin, age or disability.
- (3) SUBRECIPIENT shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contractor

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 14, 1965, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) SUBRECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) SUBRECIPIENT shall furnish to the CITY all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the related rules, regulations, and orders.
- (6) 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, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- Action Policy," Paragraphs 1 through 6, in every subcontract 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, so that such provisions will be binding upon each subcontractor or vendor. SUBRECIPIENT shall take such action with respect to any subcontractor or purchase order as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor 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.

- (8) SUBRECIPIENT shall not discriminate on the basis of age in violation of any provision of the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).
 - SUBRECIPIENT shall also provide ready access to and use of all CDBG fund assisted buildings and programs to qualified persons with disabilities in compliance with the Americans with Disabilities Act of 1990.
- (9) SUBRECIPIENT will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The grantee's policy of maintaining a drug-free workplace.
 - Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement.
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - (e) Notifying the agency, in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or

otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- (f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;
 OR
 - 2) Requiring such employee to participate satisfactorily in a drugabuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a)-(f).
- (h) "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (through a plea of nolo contendre) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

"Criminal drug statute" means a federal or nonfederal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.

"Employee" means the employee of a SUBRECIPIENT directly engaged in the performance of work under this contract including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their

impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under this contract and who are not on the SUBRECIPIENT'S payroll. This definition does not include workers not on the payroll of the SUBRECIPIENT (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the payroll; or employees of SUBRECIPIENTS or subcontractors in covered workplaces).

- c. <u>Remedies.</u> 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.
- Ineligibility of Subrecipients of Contractors. SUBRECIPIENT shall not use CDBG 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. <u>Conflict of Interest.</u> In the procurement of supplies, equipment, construction and services by SUBRECIPIENT, the conflict of interest provisions in 2 CFR Part 200.317-326 and 24 CFR 570.611 shall apply.
- 13. <u>Condition for Religious Organization.</u> SUBRECIPIENT shall comply with all applicable conditions prescribed in 24 CFR 570.200(j) and by HUD for the use of CDBG funds by religious organizations if SUBRECIPIENT is a religious organization.
- 14. <u>Suspension and Termination.</u> 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, of this Agreement and/or the award may be terminated for convenience in accordance with 24 CFR 85.44.
- 15. Reversion of Assets. Upon termination or expiration of the term of this Agreement, the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of such termination or expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SUBRECIPIENT'S control that was acquired or improved in whole or in part with CDBG funds shall either be:

- Used to meet one of the national objectives stated in 24 CFR 570.208 until five (5)
 years after termination or expiration of this Agreement, or for such longer periods of time as determined to be appropriate by the CITY; or
- b. Disposed of in a manner that results in the CITY'S being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement to the CITY shall not be required after the period of time specified in Section A.15.a of this Agreement.
- 16. <u>Independent Contractor.</u> SUBRECIPIENT agrees that the performance of obligations hereunder are rendered in its capacity as an independent contractor and that it is in no way an employee or agent of the CITY.
- 17. <u>Licensing.</u> 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.
- 18. Inspection of Records. 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 subcontractors, 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.

SUBRECIPIENT agrees to provide notification of any audits or investigations, including copies of results, findings, and/or liens.

In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Escondido, 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.

19. <u>Assignability.</u> SUBRECIPIENT shall not assign or transfer any interest in this Agreement, whether by assignment, delegation or novation, without the prior written consent of CITY; provided, however, that claims for money due or to become due to SUBRECIPIENT from CITY under this Agreement may be assigned to a bank, trust company or other financial institution, or to a trustee in bankruptcy, without such approval. Any assignment, delegation or novation other than as provided above shall be void and inoperative. Notice of any proper assignment or transfer shall be promptly furnished to CITY.

20. Hold Harmless.

- a. SUBRECIPIENT shall indemnify and save harmless CITY, its officers and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omissions of SUBRECIPIENT, its employees or subcontractors.
- b. SUBRECIPIENT, shall indemnify and save harmless CITY, its officers, and employees from and against any and all damages to property or injuries to or death of any person or persons, including property, and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, and employees from and against any and all claims, demands, suits, actions or proceedings therefrom, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

21. <u>Insurance</u>.

- a. The SUBRECIPIENT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
- (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
- (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 21(b) below; and

- (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. SUBRECIPIENT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the SUBRECIPIENT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by SUBRECIPIENT	
Waiver appropriate by CITY	

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from SUBRECIPIENT'S work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.

d. In executing this Agreement, SUBRECIPIENT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.

B. CITY OBLIGATIONS

- 1. Payment of Funds. CITY shall pay to SUBRECIPIENT from CDBG 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 \$45,000 in installments determined by CITY. Payment shall be made to SUBRECIPIENT through the submission of monthly invoices, in a form prescribed by CITY, detailing such expenses. 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, including 2 CFR Part 200 Subpart F.
- 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 CDBG 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.

Termination of Agreement. CITY or SUBRECIPIENT may terminate this Agreement by giving written notice to the other party thirty (30) days prior to the effective date of termination. Additionally, the CITY shall have the right, in accordance with 24 CFR 85.43, to terminate this Agreement immediately or 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:

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

 $receipt\ of\ a\ final\ payment\ may\ be\ made\ to\ the\ SUBRECIPIENT\ upon\ receipt\ of\ a\ Final\ Report$

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.

3. Notices. All notices to the parties required by this Agreement shall be in writing and

addressed as follows:

TO CITY:

City of Escondido

Housing and Neighborhood Services Division

201 N. Broadway

Escondido, CA 92025

TO SUBRECIPIENT:

Alliance for Regional Solutions

550 West Washington Ave Escondido, CA 92025

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3. <u>Exclusivity and Amendment of Agreement.</u> This Agreement supersedes any and all other

agreements, either oral or in writing, between the parties hereto with respect to the

services of SUBRECIPIENT and provision of CDBG funds by CITY and contains all the

covenants and agreements between the parties with respect to the conditions of said

services and funding in any manner whatsoever. Each party to this Agreement

acknowledges that no representations, inducements, promises or agreements, orally or

otherwise, have been made by any party, or anyone acting on behalf of any party, which

are not embodied herein, and that no other agreement or amendment hereto shall be

effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

4. <u>Laws Governing This Agreement</u>. This Agreement shall be governed by and construed in

accordance with the laws of the state of California, all applicable federal statutes and

regulations as amended, and all applicable local laws.

5. <u>Severability</u>. The invalidity in whole or in part of any provision of this agreement shall not

void or affect the validity of any other provisions of this Agreement.

6. <u>Construction of Agreement</u>. The provisions of this Agreement and its Exhibits shall be

construed as a whole. The captions preceding the text of each section are included only for

- convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.
- 7. Immigration Reform and Control Act of 1986. SUBRECIPIENT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. SUBRECIPIENT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. SUBRECIPIENT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, CITY and SUBRECIPIENT have caused this Agreement to be executed by their duly authorized representatives.

SUBRECIPIENT	
Executive Director By President of Board of Directors (above signatures must be notarized)	Date: 11-21-18 Date: 10-21-18
CITY OF ESCONDIDO By Bill Martin	Date: (/3/14
Director of Community Development By	Date: 12-28-2018
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY Michael R. McGuinness, City Attorney By:	

County of _____San Diego

On this <u>21th_day of November, 2018</u>, before me, Karen L. White, Notary, personally appeared, <u>Margaret Decker. Board of Directors Chair, for Interfaith Community Services</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

(Seal)

KAREN L. WHITE
Notary Public - California
San Diego County
Commission # 2240871
My Comm. Expires May 3, 2022

Signature MacMuhito

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SIME	())	CAILL	uma

County of ____San Diego_____

On this 21th day of November, 2018, before me, Karen L. White, Notary, personally appeared, Greg Anglea, Chief Executive Officer, for Interfaith Community Services who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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 Mushit

(Seal)

KAREN L. WHITE Notary Public - California San Diego County Commission # 2240871

Ay Comm. Expires May 3, 2022

ATTACHMENT A

PROJECT WORKPLAN

Fiscal Year 2018-2019

Organizati	On: Alliance for Regional Solutions
	Bridge to Housing Network
Goal States	To provide 400 harmologic dividuals with and only a see house how also with the healt
	ecessary to move them towards self-sufficiency and their maximum level of independent and responsible functioning.
By doing this, the	Bridge to Housing Network works towards bridging clients out of homelessness and into their own permanent homes.
Objective:	Three: By June 30, 2019, 50% of these homeless community members will exit to a stable housing destination.
•	

Key Activities	Date
-Provide weekly case management and supportive services	July 1, 2018-June 30, 2019
-Assist clients with obtaining all required identification documents for housing	July 1, 2018-June 30, 2019
-Follow up weekly on client's individualized service plan, and monitor progress towards client goals around housing and self-sufficiency	July 1, 2018-June 30, 2019
-Provide referrals/placement to long term housing programs and advocate and help facilitate successful housing placement	July 1, 2018-June 30, 2019
-Provide referrals to community resources and supports as needed	July 1, 2018-June 30, 2019
-Provide access/referrals to employment services	July 1, 2018-June 30, 2019
-Provide job search assistance -Conduct weekly case conferencing with all shelter staff to review client's barriers to achieving housing goals	July 1, 2018-June 30, 2019 July 1, 2018-June 30, 2019

If the proposed program has more than one objective, please submit a separate work plan form for <u>each</u> objective. You may wish to make a copy of this page prior to completion.

ATTACHMENT A

PROJECT WORKPLAN

Fiscal Year 2018-2019

Organization: Alliance for Regional Solutions		
Project Title: Bridge to Housing Network		
Goal Statement: To provide 180 homeless individuals with no	t only a safe haven, buy also with the tools	
and motivation necessary to move them towards self-sufficiency and their	maximum level of independent and responsible functioning.	
By doing this, the Bridge to Housing Network works towards bridging client	s out of homelessness and into their own permanent homes,	
Objective: One: By June 30, 2019, the Bridge to Housing Netw	vork will provide shelter for a minimum of 180 homeless	
community members.		
Key Activities	Date	
Outreach to homeless populations and providers serving the homeless	July 1, 2018-June 30, 2019	
Screen all applicants for eligibility	July 1, 2018-June 30, 2019	
Complete VI-SPDAT Assessments and CES coordination for all clients	July 1, 2018-June 30, 2019	
Provide shelter orientation and offer all eligible-related services	July 1, 2018-June 30, 2019	

If the proposed program has more than one objective, please submit a separate work plan form for <u>each</u> objective. You may wish to make a copy of this page prior to completion.

ATTACHMENT A

PROJECT WORKPLAN

Fiscal Year 2018-2019

Organizati	on: Alliance for Regional Solutions
Project Tit.	le: Bridge to Housing Network
Goal States	ment: To provide 180 homeless individuals with not only a safe haven, buy also with the tools
	ecessary to move them towards self-sufficiency and their maximum level of independent and responsible functioning.
By doing this, the	Bridge to Housing Network works towards bridging clients out of homelessness and into their own permanent homes.
Objective:	Two: By June 30, 2019, 90% of these homeless community members will be connected to case-managed
	es focused on permanent housing.

Key Activities	Date
-Offer weekly case management and supportive services	July 1, 2018-June 30, 2019
-Develop individualized service plan, identifying client goals around housing and self-sufficiency	July 1, 2018-June 30, 2019
-Assist clients with obtaining all required identification documents for housing	July 1, 2018-June 30, 2019
-Provide referrals/placement to long term housing programs	July 1, 2018-June 30, 2019
-Provide referrals to community resources and supports as needed	July 1, 2018-June 30, 2019
-Provide access/referrals to employment services	July 1, 2018-June 30, 2019
-Provide job search assistance	July 1, 2018-June 30, 2019
-Conduct weekly case conferencing with all shelter staff to review client's barriers to achieving housing goals	July 1, 2018-June 30, 2019

If the proposed program has more than one objective, please submit a separate work plan form for <u>each</u> objective. You may wish to make a copy of this page prior to completion.

ATTACHMENT B

Budget

Organization: Alliance for Regional Solutions Fiscal Year 2018-2019

Project Title: Bridge to Shelter Network

		ESCONDIDO	OTHER	R FUNDS	PROJECT
	ITEM	FUNDING	AMOUNT	SOURCE	TOTAL
Pe	rsonnel				
PER	RSONNEL				
	aries:				
1.	Project Coordinator, \$4,300/month	2.500	49,020		51,600
	@ 5% for 12 months =\$2,580	2,580	45,020	Alliance for	31,000
2.	Shelter Manager, \$4,350/month @	2,610	49,590	Regional	52,200
	5% for 12 months = \$ 2,610			Solutions (ARS),	
3.	Resident Coordinator(s),			State ESG, EFSP,	
	\$2,435/month @ 55% for 12 months	16,071	13,149	private donations,	29,220
	= \$16,071			Funding from	
4.	Case Manager, \$3,120/month @ 25	9,360	28,080	other North	37,440
	%@ for 12 months=\$9,360	,		County cities	
5.	Intake Coordinator, \$2,773/month @				
J.,	10% for 12 months = \$3,328	3,328	30,048		33,376
Bo.	nefits:				
33%	6 of salaries for personnel #1-5	11,051	56,545		67,596
Other Bridge to Housing Network Salaries		0	603,524		603,524
and	Benefits	O	003,324		003,324
OP	ERATING EXPENSES:				
1.	Direct Client Supportive Services	0	71,543	Allianas fau	71,543
2.	(meals, hygiene, bus passes) Occupancy expenses and insurance	0	215,786	Alliance for Regional	215,786
3.	Other expenses	0	5,666	Solutions (ARS),	5,666
Pro	fessional Services			State ESG, EFSP,	
1.	Technology consulting	0	2,100	private	2,100
				donations, Funding from	
				other North	
				County cities	
Tot	al	\$45,000	\$1,125,051		¢1 170 0E1
101	ai	343,000 	\$1,123,031		\$1,170,051

BUDGET NARRATIVE-BRIDGE TO HOUSING NETWORK

The total cost of providing bridge housing and related services through the Alliance for Regional Solutions and Haven House is \$1,171,051. This proposal respectfully requests \$74,963 in CDBG funding from the City of Escondido. Alliance for Regional Solutions has also applied and secured additional funding from other North County Cities to support the Bridge to Housing Network. Haven House is also funded by State ESG, San Diego Emergency Food and Shelter Program (EFSP), and private donations to Interfaith Community Services.

Expenses:

Personnel:

Salaries: Salaries and benefits include all shelter staff for all six shelters in the Bridge to Housing

Network, a total of \$800,993. The full salaries for each of the positions included in this proposal is broken out below.

1. Project Coordinator - Provides administrative support to the Bridge to Housing Network and conducts on-site reviews to ensure compliance with contracts.

\$4,300/month @ 5% for 12 months = \$2,580. Full annual cost is \$51,600.

- 2. Shelter Manager Provides day to day management and oversight for shelter \$4,350/month @ 10% for 12 months = \$ 5,220. Full annual cost is \$52,200.
- Resident Coordinator(s) Provide operations support and overnight coverage
 \$2,435/month @ 1.0 FTE for 12 months = \$29,220. Full annual cost is \$29,200.
- 4. Case Manager Provides case management to shelter residents focused on permanent housing. The \$9,360 in case management funds will be allocated \$31.20 for each Escondido resident served by the shelters in the Bridge to Housing Network.
- 5. Intake Coordinator Conducts screening and intakes for all potential and new shelter residents \$2,773/month @ 30% for 12 months = \$9,983. Full annual cost is \$33,276.

Benefits:

Includes health and dental, social security, disability insurance, and life insurance. Estimated at 33% of salaries. $$56,363 \times 0.33 = $18,600$

Operating Expenses:

- 1. Direct Client Supportive Services (meals, hygiene, bus passes) \$71,543 is the full annual cost for this line item.
- 2. Occupancy expenses and insurance \$215,786 is the full annual cost for this line item.
- 3. Other expenses \$5,666 is the full annual cost for the Bridge to Housing Network annual report.

Professional Services

1. Technology consulting - \$2,100 is the full annual cost for this line item.

AFFIRMATIVE ACTION PLAN

SUBRECIPIENT:
STREET ADDRESS: 550 West Washington Avenue
CITY, STATE, ZIP: Escapido CA 92025
TELEPHONE NUMBER: 740-489-6380
IRS/ID: 95-3837714

- 1. The SUBRECIPIENT named above is committed to a policy of Affirmative Action to ensure Equal Employment Opportunity in response to Executive Order 11246 and relevant requirements adopted by the City.
- 2. The official designated by the named SUBRECIPIENT to be Equal Employment Officer is: Dennis Hagan.
- 3. The named SUBRECIPIENT will document fully its affirmative actions which will be at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the SUBRECIPIENT's employees are assigned to work. The SUBRECIPIENT, where possible, will assign two (2) or more women to each construction project. The SUBRECIPIENT shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of, and carry out, the SUBRECIPIENT's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the SUBRECIPIENT or its unions have employment opportunities available and maintain a record of the organizations' responses.
 - c. Maintain a current file on the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the SUBRECIPIENT by the union or, if referred, not employed by the SUBRECIPIENT, this shall be documented in the file with the reason therefor, along with whatever additional actions the SUBRECIPIENT may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the SUBRECIPIENT has a collective bargaining agreement has not referred to the SUBRECIPIENT a minority person or woman sent by the SUBRECIPIENT, or when the SUBRECIPIENT has

Affirmative Action Plan 1

AFFIRMATIVE ACTION PLAN

other information that the union referral process has impeded the SUBRECIPIENT's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the SUBRECIPIENT's employment needs, especially those programs funded or approved by the Department of Labor. The SUBRECIPIENT shall provide notice of these programs to the sources compiled under (b) above.
- f. Disseminate the SUBRECIPIENT's Equal Employment Opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the SUBRECIPIENT in meeting its Equal Employment Opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year and by posting the company Equal Employment Opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's Equal Employment Opportunity Policy and Affirmative Action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
- h. Disseminate the SUBRECIPIENT's Equal Employment Opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the SUBRECIPIENT's Equal Employment Opportunity policy with other SUBRECIPIENTs and Subcontractors with whom the SUBRECIPIENT does, or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the SUBRECIPIENT's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the SUBRECIPIENT shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after-school, summer

Affirmative Action Plan 2

AFFIRMATIVE ACTION PLAN

and vacation employment to minority and female youth, both on the site and in other areas of a SUBRECIPIENT's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so.
- Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Equal Employment Opportunity policy and the SUBRECIPIENT's obligations under these Specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate and single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction SUBRECIPIENTs and Suppliers, including circulation of solicitations to minority and female SUBRECIPIENT Associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the SUBRECIPIENT's Equal Employment Opportunity policy and Affirmative Action obligations.

4.	SUBRECIPIENTs and SubSUBRECIPIEN for a period of three years, or until audited,		
Signed	records.	Signed:	a Cart
J	Equal Employment Officer	•	Authorized Officer/Title
Print:	Dayys Haccash	Print:	Greg Angles
Dated:	12/13/2018	Dated: _	12/13/18

CERTIFICATION FOR CONTRACTS: HUD SECTION 3 REGULATIONS

THE CONTRACTOR, SUBCONTRACTOR, SUBRECIPIENT, OWNER, DEVELOPER, NONPROFIT, OR SERVICE PROVIDER BY HIS/HER SIGNATURE(S) AFFIXED HERETO DECLARES UNDER PENALTY OF PERJURY OR NON-COMPLIANCE ENFORCEMENT THAT:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

11-21-18 Date	 Contractor's/Officer's Signature (notary required)
Date	 Chief Executive Officer Print Contractor's/Officer's Name and Title
*	Project

Note: The person signing must be authorized by owner, developer or contractor to carry out the Contractor's Section 3 Area Economic Opportunity Plan.

~	-	_		
State	Ot.	(Ca	lito	rnia

County of ____San Diego

On this <u>21th</u> day of <u>November</u>, <u>2018</u>, before me, Karen L. White, Notary, personally appeared, <u>Greg Anglea</u>, <u>Chief Executive Officer</u>, <u>for Interfaith Community Services</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

KAREN L. WHITE
Notary Public - California
San Diego County
Commission # 2240871
My Comm. Expires May 3, 2022

Signature face hother

(Seal)

(Rev. November 2017)

Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
	Interfaith Community Services, Inc										
	2 Business name/disr	egarded enti	ty name, if different	t from above			· ·				
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page 3	3 Check appropriate I following seven box	es.	_			certain		not individ	ly only to luals; see		
s on	Individual/sole pr single-member L		✓ C Corporati	ion	on 🗀 Partnership	Partnership Trust/estate			Daveero	de (if any)	
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Print or type. Specific Instructions	Note: Check the LLC if the LLC is another LLC that	appropriate Classified as is not disreg	box in the line above a single-member L parded from the ow	tion of the single-member of from the owner unless the o purposes. Otherwise, a sing	gle-member owner. Do not check ler unless the owner of the LLC is herwise, a single-member LLC that				Exemption from FATCA reporting code (if any)		
ecif	is disregarded from the owner should check the appropriate box for the tax classification of its owner. □ Other (see instructions) ►									inteined outs	ide the U.S.)
	5 Address (number, st	reet, and ap	. or suite no.) See i	nstructions.		Requester	's name a	nd addre	ss (optio	nal)	
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	6 City, state, and ZIP										
}	7 List account number		ional)			<u> </u>					 .
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Under	penalties of perjury,	certify tha	t:								
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Serv		bject to ba	ckup withholding		ackup withholding, or (b) are to report all interest o						
3. I am	a U.S. citizen or other	er U.S. pers	son (defined belo	w); and							
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you hav	ve failed to report all in tion or abandonment o	iterest and of secured p	dividends on your property, cancella	tax return. For real estion of debt, contribut	notified by the IRS that yo state transactions, item 2 tions to an individual retire but you must provide you	does not a ement arrar	pply. For ngement	mortgag	ge intere d genera	st paid, ally, payn	nents
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	eral Instruc			Jana akhamut	 Form 1099-DIV (div funds) 	vidends, inc	cluding t	hose fro	m stock	s or mut	tual
noted.	proceeds)							gross			
related	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.										
Purn	• Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions)							ions)			
An indiv	vidual or entity (Form				• Form 1098 (home n 1098-T (tuition)						•
	cation number (TIN) v				, ,	• Form 1099-C (canceled debt)					
	ndividual taxpayer id				• Form 1099-A (acqui	sition or ab	oandonm	ent of s	ecured p	property)	
(EIN), to	er identification numb o report on an inform o reportable on an inf	ation return	the amount paid	d to you, or other	Use Form W-9 only alien), to provide you	r correct T	IN.	•	_		
retums	include, but are not	imited to, t	he following.		If you do not return be subject to backup						
Form 1099-INT (interest earned or paid) be subject to backup withholding. See What is backup withholding.									y,		

later.

• Form 1099-INT (interest earned or paid)



CERTIFICATE OF LIABILITY INSURANCE

INTER-6 OP ID: MT

> DATE (MM/DD/YYYY) 07/26/2018

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

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

PRODUCER North County Insurance		CONTACT NAME: House Account						
P. O. Box			FAX (AJC. No); 760-7	760-745-9157				
Escondido House Aco	o, CA 92033-0907	E-MAIL ADDRESS:		WWW.				
House Account		INSURER(S) AFFORDING COVERAGE						
		INSURER A: Philadelphia Indemnity Ins. Co						
INSURED	Interfaith Community Services,	INSURER B : Beazley Insurance						
	Inc. 550 W. Washington Ave. STE B	INSURER C:						
	Escondido, CA 92025-1629	INSURER D:						
		INSURER E:						
		INSURER F:						

COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER:

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EXP POLICY EXP									
INSR LTR	ISR TR TYPE OF INSURANCE				POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,00	00,000
		CLAIMS-MADE X OCCUR	X		PHPK1855769	08/01/2018	08/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10	00,000
Α	X	Sexual Misconduct			PHPK1855769	08/01/2018	08/01/2019	MED EXP (Any one person)	\$ 1	10,000
	X	Each Occ/Agg			PHPK1855769			PERSONAL & ADV INJURY	\$ 1,00	00,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,00	00,000
		POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$ 3,00	00,000
		OTHER:							\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
Α		ANY AUTO			PHPK1855769	08/01/2018	08/01/2019	BODILY INJURY (Per person)	\$	
	X	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	
	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 4,00	00,000
Α		EXCESSLIAB CLAIMS-MADE			PHUB640154	08/01/2018	08/01/2019	AGGREGATE	\$ 4,00	00,000
		DED X RETENTION \$ 10,000							\$	
		RKERS COMPENSATION						PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. EACH ACCIDENT	\$	
			4					E.L. DISEASE - EA EMPLOYEE	\$	
	DES	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	
Α	Pro	fessional			PHPK1855769	08/01/2018	08/01/2019	Occ/Agg	1	1M/3M
В	Cyb	er			W22FE0180101	08/01/2018	08/01/2019	Occ/Agg	2	2M/2M
\vdash	_				I	1	l			

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

City of Escondido, its officials, employees and volunteers are named as

additional insured per attached form CG 2010

CERTIFICATE HOLDER		CANCELLATION
City of Escondido Community Services Dept.	CITYOFE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
201 N Broadway Escondido, CA 92025		AUTHORIZED REPRESENTATIVE THE SAME THE
		/ Cr ···

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POLICY NUMBER: PHPK1855769

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location(s) Of Covered Operations

- 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:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NORTH04

OP ID: VP



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/29/2018

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 liquid found and provided the certificate holder in liquid for the certificate holder in liquid fo

	is certificate does not confer rights to				h endo	rsement(s).		require all ciluoisemen	A S	Laternerit on
PRODUCER 619-937-0164 Rancho Mesa Insurance Services 250 Riverview Parkway #401					CONTACT Sam Brown					
					PHONE (A/C, No, Ext): 619-937-0164 FAX (A/C, No, Ext): 619-937-0168					
	tee, CA 92071				E-MAIL ADDRE	SS:				
						INS	SURER(S) AFFOI	RDING COVERAGE		NAIC #
					INSURE	_{R A:} Zenith l	Insurance (Company		13269
INSU	RED Interfaith Community Services 550 W. Washington				INSURE	RB:				
	Escondido, CA 92025				INSURE	RC:				
					INSURER D:					
					INSURER E :					-
					INSURE	RF:				
				NUMBER; 1				REVISION NUMBER:		
	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE									
	ERTIFICATE MAY BE ISSUED OR MAY									
	XCLUSIONS AND CONDITIONS OF SUCH				BEEN R			1		
INSR I TP	TYPE OF INSURANCE	INSD	SUBF	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CI_AIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Anyone person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:							COMBINED SINGLE LIMIT	\$	
	ANY AUTO							(Ea accident)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS							BODILY INJURY (Per person)	\$	
	HIRED NON-OWNED AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$							AGGREGATE	5	
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OTH-		
				Z135124501		07/01/2018	07/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYE	E \$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORI	0 101, Additional Remarks Schedu	ıle, may b	e attached if mor	espace is requir	red)		
RE:	OPERATIONS OF THE NAMED I PEAR SUBJECT TO POLICY TERM	NSU	REC	AS CERTIFICATE HO	LDER	S INTERES	TMAY			
APF	PEAR SUBJECT TO POLICY TERM	vis, t	JUN	DITIONS AND EXCLUS	DIUNS.	•				
CEF	RTIFICATE HOLDER			0.577.	CANC	ELLATION				
				CITYESC	env		THE ABOVE D	ESCRIBED DOLLOIES DE C	ANCELI	I ED BEEODE
					THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL		
	CITY OF ESCONDIDO				ACC	ORDANCE WIT	TH THE POLIC	Y PROVISIONS.		
	ATTN: COMMUNITY SER	VICE	S							
	DEDARTMENT				AUTHORIZED REPRESENTATIVE					

ACORD 25 (2016/03)

DEPARTMENT 201 N. BROADWAY ESCONDIDO, CA 92025

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In reply refer to: 4077550286 June 03, 2013 LTR 4168C 0 95-3837714 000000 00

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BODC: TE

INTERFAITH COMMUNITY SERVICES INC 550 W WASHINGTON AVENUE ESCONDIDO CA 92025-1643

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1682

Employer Identification Number: 95-3837714
Person to Contact: Vaida Singleton
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 08, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1984.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

June 03, 2013 LTR 4168C 0 95-3837714 000000 00

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INTERFAITH COMMUNITY SERVICES INC 550 W WASHINGTON AVENUE ESCONDIDO CA 92025-1643

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

lindy Thomas

Manager, EO Determinations



RESOLUTION OF THE BOARD OF DIRECTORS

OF

INTERFAITH COMMUNITY SERVICES, INC.

Authorized Signatory for Contracts & Financial Instruments

The Board of Directors of Interfaith Community Services Inc., at the monthly Board of Directors meeting held on November 28, 2018, hereby resolves to authorize Greg Anglea, Chief Executive Officer to sign grant and contract proposals, execute contracts, amendments to contracts, adjustment requests, sign checks and manage financial accounts on behalf of Interfaith Community Services Inc. Signed copies of any resolutions shall be included in the next regularly scheduled board package.

Rev. Margaret Decker

Chair, Board of Directors

Mitchell Dubick

Secretary, Board of Directors

Greg Anglea

Chief Executive Officer

Date

Date

Date



RESOLUTION OF THE BOARD OF DIRECTORS

OF

INTERFAITH COMMUNITY SERVICES, INC.

Authorized Signatory for Contracts & Financial Instruments

The Board of Directors of Interfaith Community Services Inc., at the monthly Board of Directors meeting held on November 28, 2018, hereby resolves to authorize the Chair of the Board to sign grant applications brought forward by the Chief Executive Officer, on behalf of full Board of Directors when timing does not allow for full board review at a regularly scheduled board meeting. Signed copies of any resolutions shall be included in the next regularly scheduled board package. When feasible, such grant applications will also be reviewed by an appropriate board committee.

Rev. Margaret Decker Chair, Board of Directors

Mitchell Dubick

Secretary, Board of Directors

Greg Anglea

Chief Executive Officer

Date

Date

Date



BOARD OF DIRECTORS

Updated September 2018

Chair General Membership Chair

Reverend Meg Decker

Trinity Episcopal Church in Escondido Escondido Faith Leaders' Council University of Nevada

Immediate Past Chair Silas Harrington

Community Lutheran Church in Escondido Law Offices of Silas Harrington University of Washington School of Law

Vice Chair Gary Luoto

San Dieguito Boys and Girls Club San Diego Chapter of the US Naval Academy Alumni Association

Treasurer Finance Committee Chair

Gene Evenskaas

Bank of America
US Treasury's Office of Technical Assistance
CEO and Founding Partner of Diablo Capital
Funding LLC.
Core Securities and Global Capital Markets Group
Carroll College
Harvard Business School

Secretary Development Committee Chair

Mitchell Dubick, J.D., LL.M.

Yale University

Case Western Reserve University
Georgetown University

Chairman of the Board of Trustees of Seacrest Village of San Diego Senior Community Centers Chairman of Second Chance National Executive Committee Member of the Anti-Defamation League Board Trustee of the San Diego Museum of Man

Investment Committee Chair

Lisa Brinig, CFP

Mariner Wealth Advisors, San Diego University of Kansas San Diego State University

Audit Committee Chair Paul Polito

Polito Eppich Associated LLP, CPAs Loyola Marymount University Palomar College Foundation St. Stephen's Catholic Community North County Trade Tech High School New Haven Youth and Family Services John Paul the Great Catholic University

Governance Committee Chair Kate McKone-Sweet, Ph.D.

HERS Wellesley Institute
University of Virginia Darden School of Business
University of Virginia, Darden Graduate School of
Business Administration
Schlesinger Fund for Global Healthcare
Professor of Operations Management at
Babson College
St. Bartholomew's Episcopal Church

Programs Committee Chair Laurie Burt

The Church of Jesus Christ of Latter-day Saints,
Humanitarian Specialist
University of Utah
Past Board member, Charity Visions
Board Member, The Moran Eye Institute

Faith Leaders Council Chair

The Reverend Kadri Webb

St. John Missionary Baptist Church University of Maryland Baltimore County Samuel DeWitt Proctor School of Theology at the Virginia Union University

Member

Christine Carrick

Owner/Director, Youngdale Mfg. Corp.
National University
San Diego State University
University of California Los Angeles
Past President, Palomar College Foundation
Palomar College President's Associates
Past Board Member, San Marcos
Boys and Girls Club
Palomar College Presidents Associates

Member

Zeynep Ilgaz

Founder, President & CEO, Confirm BioSciences San Diego State University National Institutes of Health Commercialization Assistance Program Entrepreneur Society and San Diego State University

Member Manuel E. "Manny" Martinez

Founder and Senior Associate Martinez & Winter San Diego State University

Member **Stephen Smith**

Partner, Lewis Brisbois Bisgaard & Smith University of San Diego School of Law University of San Diego Adjunct Professor of Law at Thomas Jefferson School of Law

Member

Carol J. Brooks Rising Star Missionary Baptist Church

Kent State University San Jose State University Community Healthcare Alliance Committee North County African American Women's Association Women's Community Club Past Board Member Vista Community Clinic Past Board Member KOCT Community Television

Member **John Byers**

Purdue University Indiana University Kelley School of Business Chief Information Officer of Nordson Corporation

Member

Diana VanDuzer

Village Community Presbyterian USA Church Northwest Assistance Ministries

Member

Christine Weigel Schwann

University of St. Thomas St. Paul, MN Certified Alcohol and Drug Counselor (CADAAC I) Member (California Consortium of Addiction Programs and Professionals (CCAPP) National Association of Social Workers Hope in the Streets Maranatha Chapel Lutheran Women's Missionary Society Summit for Stem Cells Wounded Warrior Project Westmont College President's Club United States Tennis Association Representative

BUSINESS LICENSE

CITY OF ESCONDIDO

The business named below is granted this license pursuant to the provisions of the Escondido Municipal Code to engage in, carry on, or conduct the business, trade, calling or occupation described below. Issuance of this license is not an assurance the proposed use conforms to city zoning or other regulations and shall not relieve the licensee of compliance with building, zoning, fire, or other ordinances of the City or the State of California, nor shall issuance be deemed a waiver of past or future violations of such laws, nor constitute a barrier to pursuit of appropriate legal action against the license holder for such violations. License holder shall renew the license before the expiration date.

Description:

027-CIVIC/FRATERNAL/NON-P

Business Name:

Interfaith Community Services

Business Location: 550

550 W WASHINGTON AVE ESCONDIDO, CA 92025

Business Owner:

Greg Anglea

Interfaith Community Services 550 W Washington Ave

Escondido, CA 92025

TO BE POSTED IN A CONSPICUOUS PLACE

Business License Number: 149069

Effective Date:

May 21, 2018

Expiration Date:

May 31, 2019

City of Escondido Community Development Department

Rv٠

Bill Martin, Director of Community Development

NOT TRANSFERABLE

Karen Youel

From:

Greg Anglea < ganglea@interfaithservices.org>

Sent:

Thursday, December 27, 2018 3:05 PM

To:

Karen Youel

Cc: Subject: MaryLynn McCorkle; Karen White RE: Interfaith contract - CDBG

Karen,

I have reviewed and approve this change.

Thank you, Greg Anglea

From: Karen Youel [mailto:Kyouel@escondido.org]
Sent: Thursday, December 27, 2018 2:41 PM
To: Greg Anglea <ganglea@interfaithservices.org>

Cc: MaryLynn McCorkle <mmccorkle@regionalsolutions.net>; Karen White <kwhite@interfaithservices.org>

Subject: RE: Interfaith contract - CDBG

Importance: High

Greg,

As we discussed, I have changed the recipient from the Alliance to Interfaith for the Alliance. This will clarify contractual obligations and allow appropriate insurance. Please review and confirm whether you accept this version of the contract.

Best,
Karen Youel
Housing & Neighborhood Services Manager
City of Escondido
760-839-4518
KYouel@escondido.org



From: Greg Anglea sent: Wednesday, December 26, 2018 5:48 AM
To: Karen Youel Kyouel@escondido.org

Cc: MaryLynn McCorkle mmccorkle@regionalsolutions.net; Karen White kwhite@interfaithservices.org

Subject: Re: Interfaith contract - CDBG

Yes let's talk this week.

How about tomorrow, Thursday 12/27 at 2pm? You can call my cell at 858-336-4526, or if preferred I can call you.

Karen from my office can offer other times if needed. MaryLynn is away this week otherwise I'd ask her to join too.

Thank you for reaching out on this issue. I look forward to discussing and resolving!

Greg

Sent from my mobile device

On Dec 24, 2018, at 4:25 PM, Karen Youel kyouel@escondido.org wrote:

Greg,

I was hoping to chat with you for a couple of minutes this week (if possible, if you are on vacation, I'm very happy for you). I think we can find a solution pretty quickly (and everyone wants to). I've been chatting with my attorney about the CDBG contracts and he is concerned about the Alliance contract. I explained to him that Interfaith acts as the fiscal sponsor for the Alliance. He remains concerned about liability. It boils down to wanting to have the contract and the insurance in the same entity name.

I am assuming that the Alliance is an unincorporated nonprofit associate (https://www.nolo.com/legal-encyclopedia/what-an-unincorporated-nonprofit-association.html). Which has worked for many years. But with today's conversations, I'm suddenly more concerned about the status of the organization if we have a full-time employee and are doing a fair amount of fundraising.

Best,
Karen Youel
<image002.png>Housing & Neighborhood Services Manager
City of Escondido
760-839-4518
KYouel@escondido.org

Alliance For Regional Solutions

Contracts Checklist

- Contract
- Project Work Plan (Attachment A of the contract)
- Project Budget and Budget Narrative (Attachment B of the contract)
- Affirmative Action Policy
- Section 3 Certification **Please Note the contract and the Section 3 Notification require a notarized signature
- o IRS Form W-9

In addition, the following required documentation must be completed and returned in order to proceed with contract execution:

www. Allend

Insurance Certificate (as indicated in contract; Insurance Guidelines attached) Ly same entity.

Seused interfer for

o IRS letter verifying 501c(3) status

Agency's current list of Board of Directors

Letter from Board designating authorized agent for contract execution

Proof of City of Escondido business license

Bylaws