

STATE OF TEXAS	§	GRANT AGREEMENT FOR THE
	§	DISTRIBUTION OF GENERAL FUNDS FOR
CITY OF LEON VALLEY	§	STREET OUTREACH

THIS GRANT AGREEMENT FOR THE DISTRIBUTION OF GENERAL FUNDS FOR STREET OUTREACH (hereinafter referred to as the "Agreement") is made and entered by and between **CITY OF LEON VALLEY** a political subdivision of the State of Texas ("CITY"), and **HAVEN FOR HOPE OF BEXAR COUNTY**, a Texas 501 (c)(3) non-profit corporation ("Haven for Hope" or "Subrecipient") (also, individually, a "Party" or, collectively, the "Parties"). The Parties agree as follows:

INTRODUCTION

WHEREAS, the issue of homelessness within Bexar County requires critical attention, **HAVEN FOR HOPE** has identified that smaller municipalities, like the **CITY OF LEON VALLEY**, have had a significant gap in homeless outreach efforts leading to an unmet list of unidentified needs of local homeless individuals and an even larger gap to provide relevant, accessible resources and services to help address their issues;

WHEREAS, the **CITY OF LEON VALLEY** lacks the financial capacity to solely address the growing public concern of homelessness, as well as, lacking the ability to acquire the necessary resources and services required by the local homeless population, the existing challenge of responding to homelessness may intensify if it is left ineffectively addressed;

WHEREAS, **HAVEN FOR HOPE** has identified the **CITY OF LEON VALLEY** as a willing participant, the Subrecipient has proposed the initiation of a street outreach pilot program to establish a vital link between homeless individuals and the accessible services and resources they urgently need;

WHEREAS, the **CITY OF LEON VALLEY** is partnering with **HAVEN FOR HOPE** to invest \$40,000 in funding for the implementation of a pilot program for street outreach which includes the independent municipality of Leon Valley within Bexar County, where the geographic reach of the outreach efforts will provide homeless services and resources to assist individuals and families by bridging the gap in coordination with its partnering agencies or local nonprofit providers;

WHEREAS, this Agreement will further the objectives of **HAVEN FOR HOPE** and benefit the **CITY OF LEON VALLEY** and its residents and serve the broader purpose of refining data collection and analysis methods, foster stronger collaboration with stakeholders and create a comprehensive effort to maximize impact of aiding homelessness and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 **PURPOSE**

- 1.01 The purpose of this Agreement is to set out the terms and conditions under which the **CITY OF LEON VALLEY** will distribute funds to **HAVEN FOR HOPE**, as more specifically detailed in **Exhibit "A"** ("Outreach Pilot Project"), and reimbursement of administrative costs for Services.

ARTICLE 2

TERM

- 2.01 This Agreement is effective May 1, 2024 (“Effective Date”) and shall expire one year after the effective date (the “Term”). **HAVEN FOR HOPE**’s commencement of the Outreach Pilot Project (“Project Commencement Date”) is contingent upon the Bexar County Commissioner’s Court approval of the American Rescue Plan Act Agreement between Bexar County and **HAVEN FOR HOPE** (“ARPA Grant Agreement”), which contributes funding to the Outreach Pilot Project. Each Party reserves the right to terminate this Agreement with or without cause with thirty (30) days written notice to the other Party. The notice of termination will be in writing and will state the termination date. **HAVEN FOR HOPE** will be paid for any work performed prior to the termination date.

ARTICLE 3

REIMBURSEMENT OF EXPENSES

- 3.01 For actual and eligible Outreach Pilot Project and Administrative Costs (as defined in **Exhibit A**), **CITY OF LEON VALLEY** will reimburse **HAVEN FOR HOPE** in an amount not to exceed **FORTY THOUSAND DOLLARS (\$40,000)**.
- 3.02 **CITY OF LEON VALLEY** will reimburse administrative costs allowed under this Agreement (“Administrative Costs”). Pursuant to this Agreement, Administrative Costs can include salaries and related costs, supplies, transportation, and mileage incurred by **HAVEN FOR HOPE** for work performed pursuant to this Agreement. Funds provided by the **CITY OF LEON VALLEY** shall reimburse **HAVEN FOR HOPE** only for those costs and expenses directly related to the CITY’s provision of the services described in **Exhibit “A”**. Funds may not be used by **HAVEN FOR HOPE** for the payment of staff bonuses or performance payments, entertainment, gifts, or legal expenses.

ARTICLE 4

INVOICING

- 4.01 **HAVEN FOR HOPE** shall submit to the **CITY OF LEON VALLEY** by the 20th of each month a monthly invoice package of incurred costs. For purposes of this Agreement, a cost is “incurred” when **HAVEN FOR HOPE** has expended funds to cover the cost. The invoice package must be submitted, month after month, until funding has been exhausted. The invoice package should include:
- in the form incorporated into this Agreement as **Exhibit “B”**: (1) an expenditure report itemizing Outreach Pilot Project efforts and Administrative Costs; (2) performance report;
 - documentation deemed necessary for adequate fiscal control including, but not limited to original invoices, receipts, receiving documentation, contracts, proof of payment, timesheets, etc.;
 - documentation of the Program’s eligible and necessary expenses for Outreach Pilot Project efforts, including Outreach Staff (salary, taxes and benefits), Outreach supplies (fuel, uniforms, bug spray, office supplies, etc.); and
 - the report referenced in Section 6.01 below.

The invoice package should be submitted to:

By mail: CITY OF LEON VALLEY
ATTN: FINANCE DEPARTMENT
6400 El Verde Road
Leon Valley, TX 78238

- 4.02 Delinquent or unacceptable invoice packages and/or performance reports shall excuse delay of reimbursement by **CITY OF LEON VALLEY**. **HAVEN FOR HOPE** will receive written Notice of delinquent or unacceptable invoicing/performance reporting within seven (7) business days of receipt of the invoice package. **HAVEN FOR HOPE** will have five (5) business days to resubmit corrected invoices/reporting. Invoice packages that are not re-submitted within five (5) business days will not be considered for reimbursement.
- 4.03 After receipt of and approval by **CITY OF LEON VALLEY** of **HAVEN FOR HOPE**'s billing package, **CITY OF LEON VALLEY** will reimburse **HAVEN FOR HOPE** an amount equal to the total amount of the billing package, subject to deduction for any costs questioned or not allowable, pursuant to the Texas Prompt Payment Act. **CITY OF LEON VALLEY** may withhold all or part of any payments to **HAVEN FOR HOPE** to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that **HAVEN FOR HOPE** has not refunded to **CITY OF LEON VALLEY**. **CITY OF LEON VALLEY** may take repayment from funds available under this Agreement in amounts necessary to fulfill **HAVEN FOR HOPE**'s repayment obligations.
- 4.04 Within ten (10) business days of **CITY OF LEON VALLEY**'s written request, **HAVEN FOR HOPE** shall refund to **CITY OF LEON VALLEY** any sum of money paid by **CITY OF LEON VALLEY** to **HAVEN FOR HOPE** that **CITY OF LEON VALLEY** has determined:
- a) Resulted in overpayment to **HAVEN FOR HOPE**;
 - b) Has not been spent by **HAVEN FOR HOPE** strictly in accordance with the terms of this Agreement; or
 - c) Is not supported by adequate documentation to fully justify the expenditure.
- 4.05 Funds provided to **HAVEN FOR HOPE** pursuant to this Agreement will be paid solely from lawfully available funds that have been duly appropriated by the **CITY OF LEON VALLEY**. Under no circumstances will the **CITY OF LEON VALLEY**'s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, none of the **CITY OF LEON VALLEY**'S obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Further, the **CITY OF LEON VALLEY** shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by **HAVEN FOR HOPE**.

ARTICLE 5

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 5.01 **HAVEN FOR HOPE** shall comply with all federal, state, and local laws and ordinances applicable to **CITY OF LEON VALLEY** for the work or services provided pursuant to this Agreement.
- 5.02 **HAVEN FOR HOPE** shall maintain all financial records in accordance with Cost Principles for Non-Profit Organizations, OMB Circular A-122; Audits of States, Local governments, and Non-

Profit Organizations, OMB Circular A-133; and Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, OMB Circular A-110. These circulars shall be made part of all agreements pertaining to the Project.

- 5.03 **CITY OF LEON VALLEY** may conduct, at a minimum, two (2) monitoring visits to **HAVEN FOR HOPE's** Project site to determine performance and compliance with the terms of this Agreement.
- 5.04 **HAVEN FOR HOPE** shall maintain books, records and other documents relating directly to the receipt and disbursement of funds under this Agreement. **HAVEN FOR HOPE** must maintain a receipts-and-disbursements ledger and a general ledger with an income-and-expense account for each line item. Paid invoices revealing check number, date paid and evidence of goods or services received must be filed according to the vendor paid.
- 5.05 **HAVEN FOR HOPE** shall allow any duly-authorized representative of the **CITY OF LEON VALLEY**, at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures concerning this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed.
- 5.06 An independent auditor hired and paid by **HAVEN FOR HOPE** shall audit the expenditure of funds pursuant to this Agreement as part of the annual audit performed on **HAVEN FOR HOPE**. The audit, with respect to the funds under this Agreement, shall include **HAVEN FOR HOPE's** expenditures and revenues for the same time period as **HAVEN FOR HOPE's** fiscal year.
- 5.07 Additional information requested by the **CITY OF LEON VALLEY** shall be provided by **HAVEN FOR HOPE** within 15 days of receipt of the request for information from the **CITY OF LEON VALLEY**.

ARTICLE 6

REPORTING REQUIREMENTS

- 6.01 **HAVEN FOR HOPE** agrees to provide the **CITY OF LEON VALLEY** with monthly de-identified aggregate reports in the format provided under Exhibit "B" Monthly Performance Reporting. ~~001001~~

ARTICLE 7

REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.01 **HAVEN FOR HOPE** represents and warrants that:
 - a) All information ever provided or to be provided to the **CITY OF LEON VALLEY** is complete and accurate as of the date shown on the document, and that since that date, **HAVEN FOR HOPE** has not undergone any significant change related to the information provided or to be provided without written Notice to the **CITY OF LEON VALLEY**.
 - b) Any supporting financial statements ever provided or to be provided to the **CITY OF LEON VALLEY** are complete, accurate and fairly reflect the financial condition of **HAVEN FOR**

HOPE on the date shown on those statements and during the period covered, and that since that date, except as provided by written Notice to the **CITY OF LEON VALLEY**, there has been no material change, adverse or otherwise, in the financial condition of **HAVEN FOR HOPE**.

- c) No litigation or proceedings are presently pending or threatened against **HAVEN FOR HOPE** relating to the Agreement or Project.
- d) None of the provisions in this Agreement contravene or in any way conflict with the authority under which **HAVEN FOR HOPE** is doing business or with the provisions of any existing obligation or agreement of **HAVEN FOR HOPE**.
- e) **HAVEN FOR HOPE** has the legal authority to enter into this Agreement and accept payments, and has taken all necessary measures to authorize the execution of and the acceptance of payments under this Agreement.

ARTICLE 8

POLITICAL ACTIVITY AND ADDITIONAL PROVISIONS

- 8.01 None of the performance under this Agreement may involve, and no portion of the funds received may be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.
- 8.02 Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, **HAVEN FOR HOPE** hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to enable compliance with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, 'boycott Israel,' a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 8.03 Iran, Sudan, and Foreign Terrorist Organizations. **HAVEN FOR HOPE** represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to enable **THE CITY OF LEON VALLEY** to comply with Section 2252.152, Texas Government Code, and to the extent such section does not contravene applicable Federal law or Texas law and excludes **HAVEN FOR HOPE** and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

8.04 Verification Regarding Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, **HAVEN FOR HOPE** hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the **CITY OF LEON VALLEY** to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

8.05 Verification Regarding No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, **HAVEN FOR HOPE** hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the **CITY OF LEON VALLEY** to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions, 'discriminate against a firearm entity or firearm trade association,' a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to

terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association, 'firearm entity,' a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

- 8.06 Affiliate. As used in this Agreement, the CITY understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with **HAVEN FOR HOPE** within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.
- 8.07 Form 1295. The Parties acknowledge and agree that **HAVEN FOR HOPE** submitted to the CITY a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295") at the time **HAVEN FOR HOPE** submitted its signature page to this Agreement. The CITY hereby confirms timely receipt of the Form 1295 from **HAVEN FOR HOPE** pursuant to Section 2252.908, and the CITY agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The CITY waives all claims related to the validity and enforceability of this Agreement to the extent such claims are based on noncompliance with Section 2252.908, Texas Government Code.
- 8.08 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, **HAVEN FOR HOPE** agrees that this Agreement may be terminated if **HAVEN FOR HOPE** knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and **HAVEN FOR HOPE** fails to cure the violation on or before the 10th business day after the date the CITY provides notice to **HAVEN**

FOR HOPE of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, HAVEN FOR HOPE is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the CITY for the duration of this Agreement; promptly provide to the CITY any contracting information related to this Agreement that is in the custody or possession of HAVEN FOR HOPE on request of the CITY; and on completion of the Agreement, either provide at no cost to the CITY all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the CITY.

ARTICLE 9
AMENDMENTS AND CHANGES IN THE LAW

- 9.01 Any alterations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 10
DELEGATION AND ASSIGNMENT

- 10.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Grant Agreement may not assign its rights, privileges and obligations under this Grant Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 11
SURVIVABILITY

- 11.01 Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

ARTICLE 12
ENTIRE AGREEMENT

- 12.01 This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement, and is duly executed by the Parties.

ARTICLE 13
INTERPRETATION

- 13.01 To the extent the terms and conditions of this Agreement do not address a particular circumstance

or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

ARTICLE 14
LEGAL CONSTRUCTION

- 14.01 If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been a part of the Agreement.

ARTICLE 15
SOVEREIGN IMMUNITY

- 15.01 It is expressly understood and agreed that in the execution of this Grant Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 16
TEXAS LAW TO APPLY

- 16.01 This Agreement shall be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas. The Parties agree that venue for any litigation arising from this Agreement shall lie in Bexar County, Texas.

ARTICLE 17
NOTICE

- 17.01 For purposes of this Agreement, all official communications and notices ("Notice") among the Parties will be sufficient if in writing and mailed, by registered or certified mail with postage prepaid, to the addresses set forth below:

If to CITY OF LEON VALLEY:

City of Leon Valley
ATTN: Crystal Caldera, City Manager
6400 El Verde Road
Leon Valley, Texas 78238

With copy to:

Carol Goering, Finance Director

If to HAVEN FOR HOPE:

Haven for Hope of Bexar County
ATTN: Kim Jefferies, President & CEO
1 Haven for Hope Way, TC Bldg #3-Admin
San Antonio, Texas 78207

With copy to: legal@havenforhope.org

ARTICLE 18
MULTIPLE COUNTERPARTS

18.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals on this 22 day of May, 2024.

CITY OF LEON VALLEY:

By: *Crystal Caldera*
Crystal Caldera (May 22, 2024 11:24 CDT)
Crystal Caldera
City Manager

HAVEN FOR HOPE OF BEXAR COUNTY:

By: *Kim Jefferies*
Kim Jefferies (Apr 25, 2024 08:34 CDT)
Kim Jefferies
President and CEO
JB
JB

APPROVED AS TO LEGAL FORM:

By: *Arturo Rodriguez*
Arturo Rodriguez (May 8, 2024 23:16 CDT)
Arturo Rodriguez
City Attorney

APPROVED AS TO FINANCIAL CONTENT:

By: *Carol Goering*
Carol Goering (May 6, 2024 17:16 CDT)
Carol Goering
Finance Director

EXHIBIT "A"
WORK STATEMENT

AGENCY NAME: Haven for Hope of Bexar County

PROJECT NAME: The Haven for Hope Street Outreach Pilot Project

PROJECT DESCRIPTION:

Haven for Hope's mission is to offer a place of hope and new beginnings by providing, coordinating and delivering an efficient system of care for people experiencing homelessness in San Antonio.

The project entails the recruitment of two outreach workers at Haven for Hope dedicated to connecting individuals experiencing homelessness with shelter and supportive services. The one-year pilot program will initially launch in Leon Valley. The primary goals of this pilot program are to enhance access to shelter and supportive services, refine data collection and analysis methods, and foster stronger collaboration with stakeholders.

FUNDING: **HAVEN FOR HOPE** will use reasonable efforts to utilize \$40,000 of the funding provided under this agreement to maximize the impact of Outreach Street Pilot project goals in conjunction with other initiative contributions.

SERVICE AVAILABILITY:

Service Location: Street Outreach: Leon Valley; Intake/After-hours emergency shelter:

1 Haven for Hope Way, San Antonio, TX 78207

Service Hours: Street Outreach Team: Monday-Friday, 8:00am-5:00pm; Intake: Monday-Friday, 7:00am – 3:00pm; After-hours emergency shelter pre-intake available (enter at South Gate)

TARGET POPULATION: Unsheltered individuals experiencing homelessness

BENCHMARKS: The mutual agreement between the **CITY OF LEON VALLEY** and **HAVEN FOR HOPE** aims to enhance clarity and establish a structured framework for all stakeholders involved by identifying the following tentative markers for the initiation of the Street Outreach Pilot Project:

<u>Benchmark</u>	<u>Date</u>
Hire and onboard 2 Full-time Street Outreach Employees	Within 45 days of Project Commencement Date
Launch program in Leon Valley	Within 60 days of Project Commencement Date
<u>Pilot Expansion:</u> Expand outreach to 3 agreed upon areas, 1 in each of Bexar County Precincts 1, 3, and 4	Beginning no later than 6 months from Project Commencement Date and continuing through remainder of contract period

ELIGIBILITY CRITERIA: No eligibility is required for Street Outreach services specifically. Those wishing to move forward with shelter and additional services are subject to the following:

- a. Be homeless (Lacking a fixed, regular, and adequate nighttime residence), and have proof of homelessness (eviction notice, statement from family member/friend, motel/hotel receipts, or verification by Street Outreach)
- b. Be a resident of Bexar County with proof of residency for at least 9 months (Transformational Campus only).
Proof of residency is a document that proves your status as a Bexar County resident; for example, tax documents, copy of lease, library cards, pay stubs, hospital records, etc.
- c. United States Government or state-issued photo ID (such as a driver's license, passport, military ID, Bexar County Mug Shot, or any state or federally-issued photo ID) or be willing to obtain photo ID within 30 days

PROJECT BUDGET

<u>SOURCES OF FUNDS:</u>	Bexar County SLFRF Grant Funds	City of Leon Valley	Totals
Bexar County SLFRF (ARPA) Funds	\$110,000	-	\$110,000
City of Leon Valley	-	\$40,000	\$40,000
TOTAL SOURCES OF FUNDS	\$110,000	\$40,000	\$150,000
<u>USES OF FUNDS (EXPENSES):</u>			
Salaries	\$70,000	\$14,000	\$84,000
Taxes and Benefits	\$12,600	\$2,520	\$15,120
Software	\$7,500		\$7,500
Supplies	\$19,900	\$23,480	\$43,380
TOTAL USES OF FUNDS:	\$110,000	\$40,000	\$150,000

Additional Budget Details (*applicable to City of Leon Valley expenses only*):

Salaries, Taxes, and Benefits: Partial salary for 1 FTE Street Outreach employee; 18% taxes and benefits as is organizational standard

Software: HMIS expansion and implementation to include mobile portal for Street Outreach

Supplies:

- Supplies Issued to Unsheltered Clients:
 - Winter Items:
 - Socks, Beanies, Gloves
 - Rain Coats
 - Hand Warmers
 - Coats
 - Summer Items:
 - Bug Spray
 - Sun Block
 - Hats
 - Cooling Towels
 - Rain Coats
 - Year Round:
 - Snacks (Chips, granola bars, fruit cups)
 - Meals (Tuna Kits, Chicken Salad Kits)
 - Waters

- Electrolyte Drinks
 - Hygiene Items
 - Bus Tickets
 - Clothes
- Office Supplies:
 - General office supplies (they office out of their vehicle most of the time, this includes paper, notebooks, pens, etc)
 - Sanitizing and disinfecting supplies
- Uniforms:
 - Boots for both staff members quarterly
 - Shirts as needed
- Family Reunification / Diversion:
 - In instances where we can reunify family members to get clients off of the streets and into housing directly, we provide assistance with; furniture (mattress, cots), utility assistance/deposits, greyhound transportation, etc.

EXHIBIT "B"
INVOICE PACKAGE

1. Invoice
2. Monthly Expenditure Report
3. Monthly Performance Report

INVOICE

AGENCY NAME: Haven for Hope of Bexar County

PROJECT NAME: The Haven for Hope Street Outreach Pilot Program

PROJECT SITE: _____

PERIOD COVERED: _____

INVOICE NO: _____

Line-Item	Budget	TOTAL Cost to Date	Less Payment Received	Amount Due
Total Budget:	\$40,000			
Total Due:				\$

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared By: _____ Date: _____

Approved By: _____ Date: _____

CITY USE ONLY

Reviewed by City _____	Date: _____
Approved by City _____	Date: _____

EXPENDITURE REPORT

Agency Name: Haven for Hope of Bexar County

Program: The Haven for Hope Street Outreach Pilot Program

Invoice #: _____ **Date:** _____

[illegible]

MONTHLY PERFORMANCE REPORT

SUBRECIPIENT NAME: Haven for Hope of Bexar County

PROJECT NAME: Haven for Hope Street Outreach Pilot

Date: _____

Contract: City of Leon Valley

RBA	PM Number	Performance Measure Description	Instructions to Agency	Month	FYTD
How Much	1	Aggregate Data Only: Number/Percentage of unduplicated clients enrolled into the Haven for Hope Street Outreach Pilot Project (completed HUD Data Elements and have a date of engagement)	Required Entry (Enter the number of unduplicated clients completing HUD Data Elements and have a date of engagement)		
Better Off	2	Aggregate Data Only: Number/Percentage of clients enrolled into the Haven for Hope Street Outreach Pilot Project that successfully transitioned to shelter or other appropriate housing intervention	Required Entry (Enter the number of unduplicated clients connected to a housing intervention)		
Better Off	3	Aggregate Data Only: Number/Percentage of unduplicated clients enrolled into the Haven for Hope Street Outreach Pilot Project and engaged in services (e.g. MH/SUD treatment, medical care, ID Recovery, etc.)	Required Entry (Enter the number of unduplicated clients transitioning to or engaging in a higher level of care)		
How Much	DEM	Monthly Demographic Report to include the below metrics on unduplicated clients served. Demographic data will be captured in the HUD Homeless Management Information System (HMIS) which is a real-time client management system. Aggregate Demographic data will be based on client information at the time of data extraction and subject to change based on client updates.			
How Much	DEM	A. Number of Clients by Gender Identification			
How Much	DEM	B. Number of Clients by Household size			
How Much	DEM	C. Number of Clients by Family Income			
How Much	DEM	D. Number of Clients by Age			
How Much	DEM	E. Number of Clients by Race			
How Much	DEM	F. Number of Clients by Project Service Area			
How Much	DEM	G1. Number of Clients by Cause of Homelessness: Domestic Violence			
How Much	DEM	G2. Number of Clients by Cause of Homelessness: Mental Health Concerns			
How Much	DEM	G3. Number of Clients by Cause of Homelessness: Substance Use Concerns			
How Much	DEM	G4. Number of Clients by Cause of Homelessness: Unemployment / Loss of Job			
How Much	DEM	G5. Number of Clients by Cause of Homelessness: Lack of affordable childcare			
How Much	DEM	G6. Number of Clients by Cause of Homelessness: Lack of affordable healthcare			
How Much	DEM	G7. Number of Clients by Cause of Homelessness: Health concerns			
How Much	DEM	G8. Number of Clients by Cause of Homelessness: Evicted / Could not afford rent			
How Much	DEM	G9. Number of Clients by Cause of Homelessness: Relational Brokenness			

AUTHORIZED SIGNATURE: I certify that, to the best of my knowledge and belief that the report is true, complete, and accurate.

Prepared by: _____ Phone: _____

Name and Title: _____

Approved by: _____ Date: _____

Signature of Authorized Official: _____

EXHIBIT "C"
Insurance Requirements

See Attached.

