

**SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND
JESSE TREE OF IDAHO, INC. FOR
EMERGENCY HOUSING ASSISTANCE GRANT FUNDS**

This SUBRECIPIENT AGREEMENT BETWEEN CITY OF MERIDIAN AND JESSE TREE OF IDAHO, INC. FOR EMERGENCY HOUSING ASSISTANCE GRANT FUNDS (“Agreement”) is entered into this ____ day of _____, 2022 (“Effective Date”) by and between the City of Meridian, a municipal corporation organized under the laws of the state of Idaho (“City”) City, and Jesse Tree of Idaho, Inc., a nonprofit organization organized under the laws of the state of Idaho (“Subrecipient”).

WHEREAS, in response to the public health and economic crises caused by the COVID–19 pandemic, in March 2021, Congress passed the American Rescue Plan Act of 2021 (“ARPA”) which, among other things, established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) to provide local governments with the resources needed to respond to the economic effects of the pandemic and build a stronger, more equitable economy during the recovery;

WHEREAS, pursuant to ARPA, the City of Meridian has received SLFRF funding from the United States Department of Treasury (“Treasury”);

WHEREAS, the City Council of the City of Meridian has established the Emergency Housing Assistance (“EHA”) Grant Program, to provide emergency housing assistance to Meridian residents, as authorized by the regulations promulgated by Treasury (87 Fed. Reg. 4449 (January 27, 2022) (to be codified at 31 CFR section 35.6(b)(3)(ii)(A)(1)), and has dedicated \$250,000 of the City’s SLFRF funds to such Program;

WHEREAS, the City issued a Request for Applications (“RFA”), as set forth in *Exhibit A*, seeking applications for EHA Grant funds from nonprofit organizations and quasi-governmental agencies prepared to use such funds to deliver emergency housing assistance services to Meridian residents;

WHEREAS, Subrecipient’s mission is to prevent eviction and homelessness by supporting our neighbors at risk of housing loss, empowering them to stay in their homes; and

WHEREAS, Subrecipient has proposed to use EHA funds to provide funding for rental assistance to offset tenants’ back rent, and security deposits for tenants who need to relocate during or immediately after an eviction, which activity will achieve the objectives of the EHA Grant Program; and

WHEREAS, by this Agreement, City and Subrecipient wish to establish the roles and responsibilities of the Subrecipient related to the investment and utilization of EHA Grant funds to be provided to Subrecipient by City (“Funds”);

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the Parties agree as follows:

I. SUBRECIPIENT’S RESPONSIBILITIES; SERVICES ADMINISTRATION.

A. Activities. Subrecipient shall use the Funds, in the amount of two hundred and fifty thousand dollars (\$250,000.00), to provide rental assistance or security deposit assistance for low-income Meridian renters facing eviction (“Services”), as set forth in Subrecipient’s response to the RFA as set forth in *Exhibit A*. Subrecipient shall use the Funds only for the Services. Subrecipient shall not use the Funds for salaries, staffing, or any other administrative expenses. Subrecipient’s use of the Funds shall be consistent with any and all terms and conditions of the EHA Grant Program, this Agreement, ARPA, and rules and guidance issued by Treasury.

B. Time of performance. Subrecipient shall initiate provision of the Services on the Effective Date and shall complete provision of the Services by September 30, 2023. The term of this Agreement and the provisions herein shall apply during this term, and for any additional time period during which Subrecipient remains in control of Funds.

C. Budget. Subrecipient shall use the Funds to complete the Services in accordance with the budget set forth in *Exhibit A*. All Funds unused as of September 30, 2023 shall be returned to the City.

D. Closeout. By October 30, 2023, Subrecipient shall submit a final report to City. The final report shall include:

1. Written narrative describing the use of the Funds for the Services.
2. Detailed final budget, showing date(s) and use(s) of the Funds.
3. Check payable to City of Meridian for any unused Funds.

E. Draw requests. Funds for Services will be available following execution of this Agreement and City’s receipt of Subrecipient’s completed W-9 form. To obtain Funds, Subrecipient shall submit a draw request via the City’s online grant management system. Each draw request may be for up to \$25,000 of the Funds allocated for Subrecipient’s provision of the Services. Upon City’s verification of progress toward Services goals and/or completion; review of any required documentation; and review of financial and performance reports and site visit(s), as appropriate, the Grant Administrator will forward to the City Finance Department a request that the City remit a check to Subrecipient in the requested amount.

F. Performance monitoring. City’s Grant Administrator shall monitor Subrecipient’s investment of the Funds to ensure that Subrecipient is investing such funds to provide the Services. Performance monitoring may include review of financial and performance reports, as well as site visits, as appropriate.

G. Special Conditions.

1. Subrecipient understands and agrees that the allocation of Funds may be used to provide services only to City of Meridian residents. Subrecipient shall verify that any and all persons who receive Services funded by the Funds granted to Subrecipient

pursuant to this Agreement reside within the city limits of Meridian, Idaho. Subrecipient must deem any client who does not meet this requirement to be ineligible to receive Funds and shall suspend use of Funds for such client.

2. Subrecipient certifies that Subrecipient does operate, and shall operate throughout the term of this Agreement, in compliance with all applicable Fair Housing Laws, Section 504 of the Rehabilitation Act, and Americans with Disabilities Act requirements.
3. City reserves the right to make unannounced visits to Subrecipient's location in order to review financial and performance reports and/or verify compliance with all program requirements.

II. SUBRECIPIENT'S ADMINISTRATIVE REQUIREMENTS

A. General Compliance. Subrecipient agrees to comply with all laws and policies applicable to the Funds, including, but not limited to:

1. Treasury Final Rule for Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338 (January 27, 2022) (to be codified at 35 C.F.R. Part 35), in particular, 31 CFR section 35.6(b)(3)(ii)(A)(1) (87 Fed. Reg. 4448).
2. Supplementary Information at 87 Fed. Reg. 4360, regarding Emergency Housing Assistance.
3. Latest guidance and FAQs issued by Treasury.
4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

B. Performance monitoring. City will monitor the performance of Subrecipient for compliance with this Agreement, the RFA and Subrecipient's response thereto, and applicable regulations and guidance. Performance monitoring shall include City's review of Subrecipient's submitted documents for accuracy and completion, as well as a risk analysis that will determine if the City will conduct a desk review and/or an on-site visit to review the completeness and accuracy of records maintained. Substandard performance, as determined by the Grant Administrator, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Subrecipient within fourteen days (14) after being notified, City shall initiate termination procedures. Subrecipient will be allowed no more than three noncompliance performance standards throughout the contract. Noncompliance includes, but is not limited to: missing a deadline, providing inaccurate reports or documentation, delinquent report submission, and/or not providing correct supporting documentation. The first occurrence will result in a warning; the second a formal letter of noncompliance; and the third will result in a formal letter notifying Subrecipient that Subrecipient is not eligible for further Funds.

- C. Budget.** Subrecipient shall adhere to the budget in *Exhibit A*. Subrecipient shall obtain written approval from City prior to any change in use of Funds.
- D. Progress Reports.** Subrecipient shall submit progress reports on a quarterly basis via the Neighborly online portal. If Progress Reports are delinquent, funding requests will not be processed until the delinquency is cured.
- E. Supplementation of other funds.** Subrecipient agrees to utilize funds available under this Agreement to supplement, rather than supplant, funds otherwise available.
- F. Closeout.** Subrecipient's obligation to City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but shall not be limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Fund balances, and accounts receivable to City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over Funds, including program income.
- G. Audits and inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to City, Treasury or its agent, or other authorized official, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data for purposes of investigation to ascertain compliance with applicable laws, regulations, policies, and provisions stated herein. Any deficiencies noted in audit reports must be fully repaired by Subrecipient within thirty (30) days after receipt of such report by Subrecipient; repair shall include repayment of any funds used in any manner or for any purpose not contemplated by this Agreement. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments from City under the EHA Grant Program and other grant programs. Subrecipient shall comply with 2 CFR § 200.501, which requires that all non-Federal entities that expend \$750,000 or more in Federal awards, in one year, have a single or program-specific audit.
- H. Suspension and Debarment.** Pursuant to 2 CFR Part 180 and 2 CFR Part 200, Appendix II, section (H), Subrecipient is prohibited from contracting with any party that is suspended or debarred, i.e., listed on the governmentwide exclusions in the System for Award Management.
- I. Payment Procedures.**
- 1. Payment Procedures.** City will pay to Subrecipient funds available under this Agreement based upon information submitted by Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.

- 2. Draw requests.** It is expressly agreed and understood that the total amount to be paid by City for each draw request shall not exceed twenty-five thousand dollars (\$25,000). City will not accept or process reimbursement requests prior to City's receipt of ARPA funds; the Grant Administrator shall notify Subrecipient of such release and the opportunity to submit reimbursement requests. Draw requests shall only be accepted via the City's online portal and must be completed in full to be processed. All reimbursement requests are to be submitted in coordination with the Grant Administrator. Draw requests shall include the following: detailed documentation showing that the expense was used for Services, and proof that Subrecipient has paid such expense (e.g., canceled check). Subrecipient's final reimbursement request under this Agreement must be submitted by Subrecipient no later than November 1, 2023. Subrecipient shall forfeit any Funds not requested within the timeframes set forth in this Agreement, unless otherwise authorized, in writing, by City.
- 3. Unique entity identifier.** Subrecipient shall comply with requirements established by the U.S. General Services Administration concerning the Unique Entity Identifier, the System for Award Management ("SAM") and, per 2 CFR § 170.320, the Federal Funding Accountability and Transparency Act, including Appendix A to 2 CFR part 25.

J. Documentation required for real estate transactions. Subrecipient shall maintain real property inventory records that clearly identify properties in which Funds are invested for lease or mortgage payments.

K. Records and reports.

- 1. Records to be maintained.** In addition to specific records mentioned in this Agreement, Subrecipient shall maintain all records that are pertinent to the Services to be funded under this Agreement, including, but not limited to, those required by the Federal regulations specified in 2 CFR § 200.302(b), including:
 - a. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
 - b. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§ 200.328 and 200.329.
 - c. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
 - d. Effective control over, and accountability for, all funds, property, and other assets. Subrecipient must adequately safeguard all assets and assure that they are used solely for authorized purposes, per 2 CFR § 200.303.

- e. Comparison of expenditures with budget amounts for each Federal award.
- f. Written procedures to implement the requirements of 2 CFR § 200.305.
- g. Written procedures for determining the allowability of costs in accordance with 2 CFR Subpart E and the terms and conditions of the Funds.

2. Records retention. Subrecipient shall retain all records pertinent to the expenditures incurred under this Agreement for a period of five (5) years after the provision of Services funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. If, prior to the expiration of the five-year period, any litigation, claims, audits, negotiations or other actions begin that involve any of the records cited, such records shall be retained until completion of the actions and resolutions of all issues, or the expiration of the five-year period, whichever occurs later.

L. Insurance coverages and limits of liability. Subrecipient shall obtain, maintain throughout the term of this Agreement, and provide to City proof of insurance coverage in the following amounts:

1. Workers' compensation. Workers' compensation insurance coverage, in the amount required by Idaho law, for all employees involved in the performance of this Agreement. If any work is subcontracted, Subrecipient shall require its subcontractors to provide proof of workers' compensation insurance coverage.

2. Commercial insurance. Commercial general liability insurance, with the following minimum limits of liability:

General aggregate:	\$2,000,000
Product/completed operations aggregate:	\$2,000,000
Personal & advertising injury liability:	\$1,000,000
Per occurrence:	\$1,000,000

3. Additional insured. Subrecipient shall include City as an additional insured party to all of the insurance coverage listed above.

4. No limitation of liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of Subrecipient or any of Subrecipient's insurers. Subrecipient's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes City from coverage or asserting a claim under Subrecipient's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy.

5. Documentation to be furnished. At any time upon City's request, Subrecipient shall also cause to be timely furnished to City a copy of declarations pages, schedules of

forms and endorsements, and/or a complete and certified copy of the requested policy.

- 6. Notice of cancellation or modification; renewal.** Subrecipient's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal.

III. EMPLOYMENT AND LABOR CONDITION REQUIREMENTS

- A. Equal Employment Opportunity.** Per 2 CFR Part 200, Appendix II, section (C) and 41 CFR § 60-1.4(b), the equal opportunity clause set forth in 41 CFR § 60-1.4(b) is incorporated herein by reference, and shall apply as though set forth fully herein.
- B. Civil Rights Act.** Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1974, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375 and 12086. Subrecipient, in undertaking its obligation to provide the Services, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- C. Nondiscrimination.** Subrecipient will not discriminate against any employee or applicant for employment or services because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. ADA Section 504.** Subrecipient agrees to comply with Federal regulations pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), which prohibits discrimination against the handicapped in any federally assisted activities. City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- E. Small, Women- and Minority-Owned Businesses.** Per 2 CFR § 200.321, Subrecipient must take all necessary affirmative steps to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- F. Affirmative Action.** Subrecipient agrees that it shall be committed to carry out pursuant

to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

- G. Notice to workers.** Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- H. Solicitations for employment.** Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- I. Drug Free Workplace.** Subrecipient certifies it is in compliance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) which requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drugfree workplaces.
- J. Labor standards.** Subrecipient shall comply with 2 CFR Part 200, Appendix II, section (E), regarding the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708), as applicable.
- K. Lobbying; political activities.** Subrecipient hereby certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, 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 agreement, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing 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 Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. Subrecipient will require that the following language be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly: "This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

4. The foregoing certification is a material representation of fact upon which reliance is placed by City. Per 31 U.S.C. § 1352 and 2 CFR Part 200, Appendix II, section (I), submission of this certification may be a prerequisite for making or entering into this transaction. Subrecipient further agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engage in the conduct of political activities in violation of the Hatch Act (Title V, Chapter 15, U.S.C.).

IV. ENVIRONMENTAL CONDITIONS

- A. **Air and Water.** Subrecipient specifically agrees to comply with the following regulations insofar as they may apply to the performance of this Agreement: the Clean Air Act, 42 U.S.C. §§ 7401, *et seq.* and 2 CFR Part 200, Appendix II, section (G); the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, relating to inspection, monitoring, entry reports, and information, as well as other requirements specified in said Act, and all regulations and guidelines issued thereunder; and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50.
- B. **Lead-Based Paint.** Subrecipient shall notify all owners, prospective owners, and tenants of properties constructed prior to 1978 to which the Services pertain that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under seven.

V. GENERAL PROVISIONS.

- A. **Appropriation.** It is acknowledged by the Parties that availability of Funds to City, and thus to Subrecipient, is subject to Congressional release of such funds to Treasury and Treasury’s release of such funds to City. Unless and until Treasury releases the funds, City shall have no contractual, legal, or equitable obligation to Subrecipient. In the event that Funds are not made available to City, whether by Congress or by Treasury, this Agreement shall be void, and City shall have no obligation to Subrecipient, whether under this Agreement or under any legal or equitable claim.
- B. **Termination.**
 1. **Termination for convenience.** Either party may terminate this Agreement for convenience by, at least thirty (30) days before the effective date of such termination, giving written notice to the other party of such termination and specifying the effective date thereof.
 2. **Termination for cause.** Termination of this Agreement, in whole or in part, may

occur for cause, which cause may include, but shall not be limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Treasury guidelines, policies or directives as may become applicable at any time;
- b. Failure to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission of reports that are incorrect or incomplete in any material respect.

Either Party may terminate this Agreement for cause by providing written notice to the other of the basis of termination. The defaulting Party shall have fourteen (14) days to cure the deficiency or non-compliance. If the deficiency or non-compliance is not cured within this time period, the other Party shall terminate this Agreement for cause. In addition to termination of this Agreement and/or any other remedies as provided by law, City may declare Subrecipient ineligible for any further participation in City grant programming.

C. No agency; independent contractor. It is understood and agreed the Subrecipient is not, and shall not be considered, an agent of City in any manner or for any purpose whatsoever in Subrecipient's use of the Funds. In all matters pertaining to this Agreement, Subrecipient shall be acting as an independent contractor, and neither Subrecipient nor any volunteer, employee, invitee, or agent of Subrecipient shall be deemed an employee of City. Subrecipient shall have no authority or responsibility to exercise any rights or power vested in City.

D. Acknowledgment of risk. Subrecipient acknowledges that activity undertaken in conjunction with the EHA Grant Program and this Agreement presents risks, some of which are unknown, and Subrecipient agrees to assume all such risks.

E. Indemnification; waiver. Subrecipient shall indemnify, save and hold harmless, release and forever discharge City and its agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Subrecipient or City in the course of any activity associated with this Agreement not caused by or arising out of the tortious conduct of City, regardless of the manner by which such claim may be brought.

F. Notices. Day-to-day communications between Subrecipient and the Grant Administrator shall occur by email or phone, as appropriate. All other notices to be provided under this Agreement shall be in writing and addressed as follows:

If to Subrecipient:

Jesse Tree of Idaho, Inc.
1121 W. Miller Street
Boise ID 83702-6920

If to City:

City Clerk, City of Meridian
33 East Broadway Avenue
Meridian, Idaho 83642

Notices shall be either personally delivered or sent by U.S. mail, postage prepaid. Notice shall be deemed to have been given upon deposit in the U.S. mail, or upon personal delivery to the party above specified.

G. Default or breach; cure; termination. If Subrecipient is in breach or default of any of the terms, covenants or conditions of this Agreement and fails or refuses to cure such breach or default within fourteen (14) days of written notice thereof, this Agreement, and all rights of Subrecipient in and to the Funds, at City's option, may be terminated and forfeited without further notice or demand.

H. No waiver. City's waiver on one or more occasion of any breach or default of any term, covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach or default of the same or a different term, covenant or condition, nor shall such waiver operate to prejudice, waive, or affect any right or remedy City may have under this Agreement with respect to such subsequent default or breach by Subrecipient.

I. Nondiscrimination. Both Parties warrant and agree that there shall be no discrimination against any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the granting or expenditure of Funds or any activity associated with Services.

J. Subcontractors.

1. **City must approve.** Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of City. All subcontracts entered into in the performance of this Agreement shall be awarded pursuant to any applicable provisions of City policy and/or local, state, or federal laws.
2. **Monitoring.** Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, Treasury, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
3. **Subcontracts.** Subrecipient shall cause all provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. Executed copies of all subcontracts shall be forwarded to City along with documentation concerning the selection process.

K. Relocation, real property acquisition, and one-for-one housing replacement.

Subrecipient agrees specifically, without limitation, to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under 24 CFR part 42, subpart B; and the requirements in 24

CFR 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

L. No contractual impediments. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

M. Applicable law; nonappropriation. This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution and the Idaho Public Records Act. Subrecipient acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this agreement to the contrary, City's obligations under this Agreement are subject to and dependent upon appropriations being made by Meridian City Council for such purpose.

N. Compliance with laws. Throughout the course of this Agreement, Subrecipient and each and all of Subrecipient's volunteers, employees, guests, invitees, and agents shall comply with any and all applicable federal, state, and local laws.

O. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.

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

Q. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein.

R. Entire agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements, agreements, or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. No verbal or written inducements to execute this Agreement have been made to Subrecipient. In entering into this Agreement, Subrecipient relies upon no statement, fact, promise or representation, whether express or implied, written or oral, not specifically set forth herein in writing.

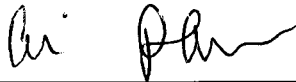
successors, assigns, legal representatives, heirs, executors, and administrators.

T. Advice of attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

U. Approval required. This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and Subrecipient.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

SUBRECIPIENT:



Ali Rabe, Executive Director
Jesse Tree of Idaho, Inc.

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest:

Chris Johnson, City Clerk

EXHIBIT A

Program Overview

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

Completed by grants@jessetreeidaho.org on 9/6/2022 12:47 PM

Program Overview

Please provide the following information.



Emergency Housing Assistance Grant

Meridian Idaho

(208)-489-0575

ccampbell@meridiantcity.org

Program Description	The City of Meridian has received funding from the United States Department of Treasury under the American Rescue Plan Act (ARPA) of 2021. The City seeks nonprofit and quasi-governmental partners prepared to use these funds to deliver emergency housing assistance services to Meridian residents.
Application Period	Opens at 8:00 a.m. on September 1, 2022, closes at 5:00 p.m. on September 16, 2022
Available Funding	\$250,000 (One-time ARPA funds)
Service Delivery Timeframe	October 26, 2022 to September 30, 2023
Eligible Applicants	<p>Nonprofit organizations, as recognized by the IRS and Idaho Secretary of State, and quasi-governmental entities established by Idaho Code, with a primary focus on the Eligible Services as set forth below. Consideration will be given to the applicants:</p> <ul style="list-style-type: none"> I. Prior experience with federal grant programs; II. Prior experience in delivering the Eligible Services; III. Administrative and financial capacity to provide the Eligible Services; IV. Appropriate design of the program delivery approach; and V. Ability to comply with Applicable Rules and provide regular reporting to City pursuant to written Agreement.
Eligible Services	<p>Emergency housing assistance services to persons residing within Meridian city limits, as such services are enumerated in the Applicable Rules, including:</p> <ul style="list-style-type: none"> • Rent, mortgage, and/or utility assistance, including direct or bulk payments to offset customer balances • Assistance paying delinquent property taxes to prevent tax foreclosures on homes

	<ul style="list-style-type: none"> • Counseling and legal aid to prevent eviction and homelessness • Emergency programs or services for individuals or groups experiencing homelessness (including temporary residences, rapid rehousing) • Housing stability services that enable households to maintain or obtain housing (e.g., housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, specialized services for individuals with disabilities or seniors) • Counseling to prevent foreclosure or displacement • Relocation expenses following eviction or foreclosure (e.g., rental security deposits, application or screening fees)
Required for Application	<ul style="list-style-type: none"> • Complete project application through Neighborly portal, including a narrative of the proposed Eligible Services to be delivered. • Proof of System for Award Management (SAM) registration and Unique Entity Identification (UEI) number. • Acknowledgement of compliance with non-discrimination, fair housing, and lead-based paint regulations.
Applicable Rules	<ul style="list-style-type: none"> • Department of the Treasury Final Rule for Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338 (January 27, 2022) (to be codified at 35 C.F.R. Part 35) • 31 CFR section 35.6(b)(3)(ii)(A)(1) (87 Fed. Reg. 4448) • Supplementary Information at 87 Fed. Reg. 4360, regarding Emergency Housing Assistance • Latest U.S. Treasury guidance and FAQs
To Apply	Complete project application through Neighborly portal, including a narrative of the proposed Eligible Services to be delivered.
Timeline (subject to revision)	<p>9/1/22: Application period opens at 8:00 a.m.</p> <p>9/16/22: Application period closes at 5:00 p.m.</p> <p>By 9/20/22: Review of applications by scoring committee</p> <p>9/27/22: Recommended projects will be presented to Council for final approval.</p> <p>By 10/4/22: Selected partners negotiate and sign written Agreement with the City for use of EHA funds.</p> <p>10/11/22: Approval of Agreement by City Council.</p> <p>By 9/30/23: EHA funds invested and reporting complete per Agreement and Applicable Rules.</p>
For more information	Contact Crystal Campbell at ccampbell@meridiancity.org .

A. Organization Information

Completed by grants@jessetreeidaho.org on 9/6/2022 12:49 PM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

A. Organization Information

Please provide the following information.

AGENCY INFORMATION

Name of Agency

Jesse Tree

Business Address

1121 W Miller Street

UEI Number

KDUSCEXVXFF1

Select Status

Non-profit Organization/Registered 501(c)3

Provide any other names under which the organization has operated within the last 10 years.

Jesse Tree of Idaho

Check each box to confirm that the agency has the following which are required for eligibility.

- Fair housing and civil rights documentation
- Financial policies and procedures
- Staff that have attended training on Fair Housing Law in the past 12 months

- A Language Assistance Plan
- Vital documents translated in other languages
- Physical locations that are ADA accessible
- Separation of duties for accounting

PRIMARY CONTACT INFORMATION

Job Title

Program Director

First Name

Evan

Last Name

Stewart

Email

evan@jessetreeidaho.org

Title

Mr.

Phone

2082834010

FINANCIAL CONTACT INFORMATION

Job Title

Executive Director

First Name

Ali

Last Name

Rabe

Email

ali@jessetreeidaho.org

Title

Mrs.

Phone

2082834010

ADDITIONAL CONTACT (OPTIONAL)

Job Title

Grant Writer

First Name

Mia

Last Name

Bartel

Email

mia@jessetreeidaho.org

Title

Ms.

Phone

B. Project Summary

Completed by grants@jessetreeidaho.org on 9/15/2022 8:14 PM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

B. Project Summary

Please provide the following information.

B.1. Project Name

Emergency Rental Assistance (ERA)

B.2. Amount Requested

\$250,000.00

B.3. Anticipated Timeframe

Start Date

10/26/2022

End Date

09/30/2023

B.4. Location Where Services will be Offered

1121 W Miller Street, Boise ID; and in tenants' homes in Meridian, ID

B.5. Hours and Days Services are/will be Offered

Monday - Friday, 9am-5pm

I understand that awarded funding is for the benefit of eligible activities in Meridian, Idaho. No funding shall be utilized to support activities and efforts outside of the City of Meridian.

B.6. Which eligible activity/activities is this application for?

- Rent, mortgage, and/or utility assistance, including direct or bulk payments to offset customer balances
- Assistance paying delinquent property taxes to prevent tax foreclosures on homes
- Counseling and legal aid to prevent eviction and homelessness
- Emergency programs or services for individuals or groups experiencing homelessness (including temporary residences, rapid rehousing)
- Housing stability services that enable households to maintain or obtain housing (e.g., housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing related services for survivors of domestic abuse or human trafficking, specialized services for individuals with disabilities or seniors)
- Counseling to prevent foreclosure or displacement
- Relocation expenses following eviction or foreclosure (e.g., rental security deposits, application or screening fees)

B.7. Are you currently providing this service?

Yes, these funds will replace funds we are currently using to provide this service.

C. Experience

Completed by grants@jessetreeidaho.org on 9/15/2022 8:35 PM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

C. Experience

Please provide the following information.

C.1. Describe the experience of your organization with similar projects and/or providing services to the population(s) of focus. Identify other organization(s) that you will partner with in the proposed project and their experience.

Jesse Tree has been administering its Emergency Rental Assistance program, which provides rental assistance and case management to families experiencing a temporary financial crisis, since 1999 and has utilized federal funds through the Community Development Block Grant (CDBG) program since 2001. The organization continues to administer grants through CDBG, Emergency Solutions Grant (ESG) and several other private funding streams. Over its 23 years of operation, Jesse Tree has provided Homeless Prevention (HP) services and financial help to over 7,000 families and 15,000 individuals, administering over \$8 million in rental assistance. Just in the last twelve months, the organization has supported nearly 2,000 families, administering over \$3 million in rental assistance.

Jesse Tree staff bring over 40 years of collective experience working with homeless and housing insecure populations and 15 years of experience managing federal and City grants. Staff are experienced and trained in HP best practices used by other exemplary organizations around the United States. The organization maintains program policies including a manual outlining procedures that must be followed throughout service provision. Policies and procedures incorporate best practices as well as lessons learned by the organization over 23 years of administering HP services.

Jesse Tree's case management team is trained and experienced in providing in-depth wrap-around support to clients throughout the eviction process, making sure they have what's needed to stay housed and become financially stable and self-sufficient moving forward. Staff are trained in mediation and work closely with landlords throughout the provision of case management, as well as basic landlord-tenant law so clients can be informed regarding basic information related to the eviction process and their rights and responsibilities so they can make informed decisions. Before clients exit the program, case managers ensure clients have a housing stability plan in place to ensure they can overcome barriers to housing stability in the future. Staff are regularly trained in grant compliance, quality service provision, and mediation.

The Boise City/Ada County public-private partnership on ending homelessness, Our Path Home, designated Jesse Tree as the "Our Path Home – Prevent" Lead Agency, and Jesse Tree serves on the Executive Committee of Our Path Home. To fulfill this role, over the past two years, Jesse Tree has also been supporting the leadership of an HP Workgroup, allowing the agency to deepen partnerships amongst prevention agencies and to collaboratively define the community plan for HP. Jesse Tree is continuously building deeper partnerships with other agencies and organizations working in the homelessness and homeless prevention space in the City of Meridian, including: Health & Welfare Navigators, West Ada Schools, International Rescue Committee, El Ada, St. Vincent de Paul, WCA, FACES of Hope, and Jannus Economic Opportunity. Jesse Tree is also working with the temporary and federally-funded Boise City/Ada County Housing Authority (BCACHA) and Idaho Housing and Finance Association (IHFA) programs to assist clients with applications or to serve clients who are not eligible for other resources.

Jesse Tree also works directly with Ada County Courts, going to court each day to administer case management services and financial assistance to tenants being summoned to court. Jesse Tree staff work with eviction court daily so that

tenants are connected to Jesse Tree's financial assistance, case management, and mediation services in court. Staff are trained to work with tenants in active eviction proceedings and to support tenants in avoiding eviction. The University of Idaho School of Law also provides legal interns to support Jesse Tree's court work through their Housing Clinic.

C.2. Describe how this project fits into your organization's mission statement or overall purpose. Include the Mission Statement.

Jesse Tree's mission statement is: Jesse Tree leads the Treasure Valley in preventing eviction and homelessness by supporting our neighbors at risk of housing loss, empowering them to stay in their homes.

Jesse Tree is requesting funding for our Emergency Rental Assistance program, including funding for rental assistance to offset tenants' back rent, in addition to security deposits for tenants needing to relocate during or immediately after an eviction.

Our organization's singular focus is providing information, supportive services, and financial assistance to prevent eviction and homelessness from happening to people and our community, as noted in our mission statement. Funding would be put directly into the Emergency Rental Assistance program, which has been running for 23 years.

C.3. Provide a complete list of staff positions for the project. If the position is not filled, use the position title instead of a name.

No staff funding is being requested through this grant. However, the following staff would participate in the execution of this grant and the disbursement of requested financial assistance funds.

Evan Stewart

Role: Program Director

Effort: .1 FTE

Qualifications: PhD

Experience: Evan came to Jesse Tree in June 2020 from Missoula, Montana where he earned a doctorate degree in Applied Anthropology at the University of Montana. During his time at the University of Montana, he conducted his dissertation project in the high Himalayas of Nepal working with local communities and addressing water, sanitation, and hygiene needs in the region. Evan also worked as an anthropology instructor for the university. After graduating in May 2019, Evan remained in Missoula working as a social worker at a child abuse prevention agency where he provided direct services, taught the Adverse Childhood Experiences Study (ACEs), family education classes, and resilience-building to members of the community.

Grant Role: Evan will supervise all case management staff in the administration of rental assistance and ensure eligibility, quality, and compliance. Evan will lead the administration of grant reporting.

Cassandra Artukovich

Role: Operations Manager

Effort: .1 FTE

Qualifications: Five years in private healthcare and call centers

Experience: After personally experiencing housing instability for a long period of time, Cassandra was inspired to join Jesse Tree to help others in the same position she had once been in. Before joining Jesse Tree, Cassandra spent five years in private health care supporting individuals with developmental disabilities, specializing in nonverbal communication. Shortly before joining Jesse Tree, Cassandra was a supervisor at a captioning company, providing live captioning services for individuals with hearing impairments across the United States and Canada.

Grant Role: Cassandra would monitor and clean Jesse Tree's data in the Client Relationship Management (CRM) software and create and manage data dashboards to report on data to the City of Meridian. Cassandra would support

Ahmee and the Phone Line team to triage requests for assistance on the Phone Line. Cassandra will also assist with grant reporting.

Ahmee Vang

Role: Phone Line Program Manager

Effort: .1 FTE

Qualifications: Holds a Bachelor of Arts in English/Spanish and a Masters of Education from the University of Wisconsin - La Crosse.

Experience: Ahmee has been a longtime advocate for people starting with her college peers focusing on the achievement gap of Hmong and Southeast Asian students in the university system. She then worked by bringing financial access to underserved rural communities, focusing on the LatinX community where she worked as a Program Manager overseeing a pilot program with credit unions in Ecuador, and then educating workers of their rights through union membership and providing outreach at a queer-fem-led grassroots social justice advocacy organization in Milwaukee, Wisconsin.

Grant Role: Ahmee would manage a team of 20+ volunteers on the Jesse Tree Phone Line to triage requests for financial assistance from tenants at risk of eviction. Ahmee would ensure quality services are provided on the Phone Line and that the most urgent cases are being prioritized for financial assistance and case management.

Terry Scraggins

Role: Community Health Worker

Effort: .1 FTE

Qualifications: BA in Social Work with a minor in Family Studies in 2020 and is working toward his Master of Social Work at BSU

Experience: Terry is an Idaho foster alumna as well as US Navy Veteran. Terry is coming to us from the Idaho Department of Health and Welfare where he worked in child welfare both as a safety assessor and a foster care licensing worker. He is also on the Board of Directors for Family Advocates, a non-profit geared towards family strengthening and providing Court Appointed Special Advocates (CASA) for youth in foster care.

Grant Role: Terry provides more intensive supportive services to clients with health needs. Case managers would internally refer clients with health needs to Terry so that more intensive and long-term support can be provided related to client health.

Morgan DeCarl

Role: Eviction Court Program Manager

Effort: .1 FTE

Qualifications: 10 years of social work experience in the nonprofit sector, as well as mediation certification and experience mediating eviction cases in court prior to joining Jesse Tree.

Experience: Morgan has a Bachelor of Science in Human Development from Purdue Global, and is working towards her Masters in Social Work. Before coming to work for Jesse Tree she worked as a case manager for adults with intellectual and developmental disabilities and fell in love with social work and the impact it has on the quality of life of others as well as their communities. Morgan became a Professional Mediator in 2019 upon moving to Idaho and has experience providing mediation services in Ada County eviction court.

Grant Role: Morgan would manage any eviction court cases for Meridian residents, ensuring residents being summoned to court are provided with quality supportive services, financial assistance, and mediation so that eviction can be avoided. Morgan also manages Jesse Tree's partnerships with Ada County Courts.

Ali Rabe

Role: Executive Director

Effort: .1 FTE

Qualifications: J.D.

Experience: Prior to joining Jesse Tree, Ali was a Staff Attorney at HomeBase, headquartered in San Francisco, where she supported local governments and service providers in their efforts to prevent and end homelessness. Ali also spent some years working for U.S. Citizenship and Immigration Services as an adjudicator, processing refugees from all over the world.

Grant Role: Ali would monitor grant compliance, staff, and review and support grant reporting. Ali would also manage all of the finances related to this grant.

The below staff are all currently-employed and experienced case managers who would participate in this grant. Case management staff would administer the requested financial assistance funding to City of Meridian tenants at risk of eviction, in addition to housing stability services, housing counseling, mediation, and supportive services.

Patti Mello

Role: Case Manager & Community Outreach Lead

Effort: .1 FTE

Qualifications: B.A. in Criminal Justice

Experience: After graduating college, Patti answered the calling of social work practices throughout her career. She has over 15 years of experience in case management advocating for families and is committed to serving those in need. Patti is also bilingual (English/Spanish) and has had the pleasure of connecting with the hispanic community in Idaho over the years.

Erin Thompson

Role: Lead Case Manager

Effort: .1 FTE

Qualifications: BA in Criminal Justice

Experience: Erin worked for 6 years as a Probation Officer and then for 6 years doing recruiting, marketing and events for a local financial company in downtown Boise. Erin is passionate about racial and social justice and creating good within the community.

Henry Cornelius

Role: Case Manager

Effort: .1 FTE

Qualifications: AA degree in Liberal Studies.

Experience: While working as a Case Manager for Humboldt County Social Services, Henry assisted people and families with SNAP and Medicaid benefits and discovered enjoyment and love for assisting others.

Katie Derrick

Role: Case Manager

Effort: .1 FTE

Qualifications: Katie is a full time student and first joined Jesse Tree as a Master of Social Work intern.

Experience: Katie has a nonprofit background and has spent her career working with individuals and families from a variety of backgrounds, including refugees, members of the LGBTQIA community and survivors of domestic violence.

Tiffany Perrigo

Role: Eviction Court Aftercare Case Manager

Effort: .1 FTE

Qualifications: Tiffany is a Boise State First Generation Magna Cum Laude graduate with her Bachelors in Social Work. Experience: Tiffany started her journey in social work volunteering with individuals experiencing homelessness by organizing water, hygiene, toy and clothes drives and passing those items donated directly to those individuals on the streets. She also spent time working at her local food bank and has completed 40 hours of training for crisis text line assistance.

Alison Brenenstall

Role: Eviction Court Aftercare Case Manager

Effort: .1FTE

Qualifications: Alison has Bachelor's degree in Social Work and is currently pursuing a master's degree with the goal of becoming a Licensed Master Social Worker specializing in macro level social work and policy change.

Experience: Alison has a background working with Boise's homeless population and indirectly experiencing the impacts of Boise's current housing crisis, she first joined the Jesse Tree as an intern and continued on as a case manager after her internship.

C.4. Describe your organization's financial capacity. Include fiscal management, disbursement methods, financial reporting, record keeping, and accounting procedures. Identify the individual primarily responsible for the fiscal oversight of grant awards for the organization and their experience with federal funds.

Jesse Tree contracts with an outside bookkeeper - Entrusted Accounting - and the organization's auditing firm is Harris CPAs. All financial information is processed through Quickbooks Online, and access is restricted to the Board Treasurer, Executive Director, Operations Manager, Program Director, and Entrusted Accounting. The Executive Director and Board Treasurer conduct a monthly review of financial statements with the Board Finance Committee and submit a Treasurer's report to the Board of Directors. The individual primarily responsible for the oversight of grant awards is the Executive Director, and compliance is verified by Entrusted Accounting, Harris CPAs, and the Jesse Tree Board's Finance Committee.

Recording Expenses

The Operations Manager initiates all transactions in Quickbooks related to operations of the organization. The Program Director initiates all transactions related to rental assistance checks to landlords which are requested by the case management team. Timing of checks often has an immediate impact on a family's ability to secure or maintain housing and are cut in-house at the request of the case management staff and upon approval by the Program Director. All rental assistance checks distributed to clients' landlords must be signed by the Board Chair or Board Vice Chair. All rental assistance checks are cut directly to landlords, and landlords must first verify their identity and provide a rental ledger or receipt prior to receiving payment.

All transactions are first reviewed and approved by the Executive Director. Entrusted Accounting and Board Treasurer review, approve, and reconcile all transactions at the beginning of each month. Entrusted Accounting conducts a detailed monthly reconciliation of bank statements to accounting records, verifying all receipts. At the close of the fiscal year, the Executive Director and Entrusted Accounting conduct an annual reconciliation of bank statements, which is reviewed by the Board Treasurer and Finance Committee.

Expenses are entered into QuickBooks with auditable supporting documents and supporting documents are kept in locked cabinets in physical files at the Jesse Tree office.

Recording Revenue

All income is verified by the Executive Director and entered into Quickbooks and deposited by the Operations Manager. All deposits are then reviewed and verified by the Executive Director and contract accountant Entrusted Accounting on a

monthly basis. Individual, foundation, and business contributions are also tracked separately in Jesse Tree's donor Client Relationship Management (CRM) software, FundHero, by the Development Manager.

A number of grants are spent in advance based upon stipulations of grant agreement and Jesse Tree requests reimbursement. All grant reimbursements are tracked by location in Quickbooks Online and Jesse Tree's Master Budget Sheet. Grant reimbursements are sent to grant administrators by the Program Director, after the Executive Director's review. Grant reimbursements are then recorded as income in Quickbooks and reconciled by Entrusted Accounting, who compares Quickbooks Online, Jesse Tree's bank account, and the grant reimbursement request to identify any inconsistencies and provide reconciliation.

Individuals or businesses may stipulate donor restrictions, which are tracked in Quickbooks and Jesse Tree's Master Budget Sheet. Upon receipt of contribution, support from the donor is recorded as a donor restriction or a contribution without a donor contribution. The Executive Director notifies Entrusted Accounting of the restriction, which is entered into Quickbooks. Contributions with a donor restriction which are satisfied in the same fiscal year are released from restriction in the same fiscal year and recorded as unrestricted.

Restrictions are reviewed as of year-end upon financial statement review. A list of net assets with restrictions as of year-end and any net assets held in prior year of which restrictions have been released are tracked. Financial statements are reviewed via year-end close procedures. Harris CPAs also verifies all restrictions and grant fulfillment during Jesse Tree's annual financial audit.

Use of the Debit Card

The debit card is controlled and stored by the Operations Manager. If the debit card is used, receipts must be provided to the Operations Manager, for the Executive Director to review in Quickbooks. For expenses larger than \$50, previous approval must have been garnered from the Executive Director. For expenses larger than \$500, previous approval must have been garnered by the Board of Directors Finance Committee. Entrusted Accounting, the contract accountant, reconciles all expenses incurred on the debit card.

Signature Authority

The Executive Director, Board Chair, and Board Vice Chair have signature authority. All rental assistance checks must be verified and signed by the Board Chair or Board Vice Chair.

Employee Reimbursements

Reimbursement requests must be previously approved by the Operations Manager and are submitted to the Operations Manager for approval, and are then processed and entered into QuickBooks.

Payroll

Payroll responsibility resides with Paychex. Timesheets are kept by employees and reviewed by employees' direct supervisors bi-weekly. Timesheets are verified, reviewed, and submitted to Paychex by the Operations Manager. Paychex sends payroll reports to the Executive Director for final approval. Entrusted Accounting will then reconcile wages in Quickbooks and code wages to specific grants and locations (i.e. operations vs. programs). The Executive Director approves wages set, on an annual basis with the Board Finance Committee when the organization's annual budget is set.

Debt

Jesse Tree as an organization does not maintain any debt as of September 2022. Debt balances match year-end statements from the bank. Debt balances are reviewed upon year-end close procedures.

C.5. List any Federal, State, or Local funds received within the past three years. Include funding received from the City of Meridian.

Grantee	Funding Source (e.g CDBG)	Name of Project	# of Years Received
Jesse Tree	ESG-CV	Emergency Rental Assistance	2
Jesse Tree	ESG	Emergency Rental Assistance	11
Jesse Tree	CDBG - City of Meridian	Emergency Rental Assistance	5
Jesse Tree	CDBG & General Funds - City of Boise	Emergency Rental Assistance	21
Jesse Tree	CDBG - City of Nampa	Emergency Rental Assistance	2
Jesse Tree	EFSP	Emergency Rental Assistance	2
Jesse Tree	HUD Eviction Prevention	Emergency Rental Assistance	2

C.6. Is the agency required to conduct an A-133 Audit?

Yes

C.6a. If not, how are the financials being audited? How often?

Jesse Tree conducted its first single audit in 2021, and will conduct another in 2022. Whether or not single audits are conducted, audits are completed every year with Harris CPAs.

C.7. Describe results from previous audits and/or full compliance with required Single Audit in accordance with 2 CFR Subpart F.

There were no findings from the 2021 single audit and Jesse Tree was fully compliant.

C.8. Describe the level of staff turnover and/or new personnel within the organization.

In the last two years, Jesse Tree has only lost one staff person of 14 FTEs and thus maintains a 90% retention rate. The organization has not had any issues with turnover, and has a rigorous training and onboarding schedule for new staff. Jesse Tree also offers employees with support, a strong mission-based culture, growth and training opportunities, 100% health benefits, and flexible work schedules.

As for new personnel, Jesse Tree has created two staff positions to better provide services to people in eviction court, and to people with health issues. In line with an increased demand for our services we continue to refine our programs and staffing plans. Jesse Tree now has an Eviction Court Program Manager, Morgan DeCarl, who is a certified professional mediator and licensed social worker. Morgan leads the team in providing mediation services, case management and rental assistance to Meridian tenants in Ada County eviction court. Additionally, Jesse Tree has established a partnership with Family Medical Residency of Idaho and Blue Cross of Idaho and brought on a Community Health Worker, Terry Scraggins, to focus on households with specific health needs. In the last year, Jesse Tree has also designated a Case Manager position, Patti Mello, to lead community outreach work to lead the distribution of materials, provision of trainings, and pop-ups at community events across the Treasure Valley.

C.9. Describe the stability of systems, goals, or agency direction. What changes have occurred over the past five years?

From 1999 through 2018, Jesse Tree was a mostly volunteer-run organization supported by smaller grants and donations. In 2019, Jesse Tree underwent a significant and positive growth and renewal phase, hiring new staff, recruiting new board members and refreshing programs to ensure they were keeping up with nationwide best practices

for homeless prevention. The organization now employs and serves far more people than ever. Much of Jesse Tree's growth in services has been supported by donations from individuals and a temporary government grant, ESG-CV, which is timing out in November 2022.

Even though our programs have grown, demand has skyrocketed. Demand for Jesse Tree's services quadrupled since the beginning of the pandemic in March 2020, and it has continued to increase. Jesse Tree is currently contacted by at least 300-400 families in the Treasure Valley each month in need of eviction and homeless services - 40-50 of those being Meridian families. In 2021, our organization fielded over 27,000 calls and texts and 3,300 applications, and 862 families at risk of eviction were provided with case management and financial assistance. In 2022, Jesse Tree is on track to double all of those numbers.

2022 is the most impactful year Jesse Tree has had and yet the organization is still only able to serve 25% of Meridian residents who submit applications for assistance. Jesse Tree has continually updated intake processes to triage and prioritize cases, serving clients who are at the highest risk, low-income (at or below 80% AMI), in the legal eviction process, and in need of more intensive supportive services. We expect heightened demand to continue into 2022, and support from Meridian would allow us to meet those needs.

To facilitate our growing team and demand for assistance, Jesse Tree has also refined and implemented processes, policies and procedures, and is leveraging technology to ensure programs are efficient and effective. The organization has adopted a Customer Relationship Management (CRM) software to keep track of clients, and uses this system to manage clients from the application to exit phases of the program. This system also creates data dashboards which can be viewed and evaluated by funders.

C.10. Describe any monitoring results from the City of Meridian, other Cities, or from other State or Federal awarding agencies in the last five years. Has your organization received any negative monitoring results? Describe whether these were resolved and how.

In 2020, Jesse Tree requested early monitoring from the City of Boise and City of Meridian since staff were new to managing CDBG/HPRP grant funding. During the monitoring, there were 6 findings and 11 concerns. A number of those findings were related to the City of Meridian contract only. All findings were resolved. In March 2022, Jesse Tree was monitored by IHFA for its ESG grant covering the 2019-20 program year. There were 7 findings, all of which were resolved.

Most findings related to issues were related to former staff or policies which Jesse Tree no longer follows. During a period of growth over the last nearly four years, newer Jesse Tree staff were trained about specific CDBG and City requirements regarding contracts. Jesse Tree's Program Director and seven case managers now each have over two years of experience in administering CDBG, ESG, ESG-CV, and other City grants to ensure compliance.

D. Project Information

Completed by grants@jessetreeidaho.org on 9/16/2022 7:56 AM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

D. Project Information

Please provide the following information.

D.1. Describe the need for the services to be provided.

The Treasure Valley of Idaho has been experiencing a growth-related housing crisis for several years now. The cost of rent rose 40% last year, but wages have not been increasing at the same rate. As a result, many households are cost-burdened and one unanticipated financial shortfall away from being unable to pay rent and imminently at risk of eviction. The United Way estimates that nearly half of all renters in Ada County are housing cost-burdened and at risk of falling into homelessness.

Homelessness in the Treasure Valley could become like many other urban centers in the U.S. In line with the growing housing crisis, applications to Jesse Tree have increased by nearly 400% since the pandemic and we can only support 25% of people who apply for assistance. Right now, Jesse Tree is receiving 40-50 applications from Meridian residents each month, of which, the organization is able to support 10-15 households. In 2021, there were 872 eviction hearings in Ada and Canyon County courts combined, and 2,500 individuals entered homeless shelters for the first time in Ada County alone. The Treasure Valley is on track for over 1,100 evictions in 2022. Based on recent demand, we expect an even greater need for our services in 2023.

Most evictions are occurring due to a family's temporary inability to pay rent. Homeless prevention is a cost-effective intervention that works, and it will be important for the Treasure Valley to invest in prevention while the needs are so great. It costs Jesse Tree \$2,000, on average, to keep a family in their home. In comparison it costs \$10,000 to re-home a family once they've been evicted. In addition to that, it costs Ada County \$53,000 per person who is experiencing homelessness in supportive, health, and emergency services each year. If a community allows homelessness to happen, it is much more difficult - and expensive - to solve.

Providing financial assistance coupled with case management to stabilize households during eviction is a core best practice of homelessness prevention. With the support of Meridian, we can make sure our neighbors at risk of eviction can receive one-time rental assistance or security deposit assistance and supportive services, keeping them safely housed during an eviction. Case managers will also work to ensure families have a plan for self-sufficiency in the long-term. 95% of clients served are still housed three years later.

D.2. Describe the proposed services in detail. How will the services be delivered? How will assistance be provided?

The Jesse Tree Phone Line is the main intake point for tenants at risk of eviction. This program was created to provide support to tenants being evicted up-front, offering information, support, budgeting assistance, and connections to services and resources. All calls are fielded by a team of more than 20 trained community volunteers who provide supportive conversations to 400-500 households each month, 40-50 of those residing in Meridian. Tenants may also contact Jesse Tree by using the organization's online resource navigation tools, by coming into the Jesse Tree office, or by texting the Phone Line. When a tenant contacts Jesse Tree, they are entered into the organization's Client Relationship Management (CRM) software.

Of tenants who apply, Jesse Tree targets financial assistance and case management at renters who are most likely to experience homelessness based on specific risk factors, who are in active eviction proceedings, and low-income households who are at or below 80% Area Median Income. A majority of the households Jesse Tree serves are asset limited, income constrained, and employed (ALICE). The ALICE population has access to little or no state financial support programs and are often one crisis away from financial instability.

In the triage process, most vulnerable and urgent cases are assigned to our case management team. Case managers contact tenants and landlords to set up intake appointments and initiate the case management process. They provide tenants with wrap-around services including budgeting help, connections to needed resources and employment, and landlord mediation. Case managers work directly with landlords to pay back rent that tenants owe, or a security deposit if they need to find a new place to live, supporting tenants to find short and long-term housing stability. During this process, case managers work with tenants on money management skills so that households are empowered to be self-sufficient after exiting Jesse Tree's system. Should clients have additional needs, case managers provide warm referrals to our community partners. At the end of the case management process, the case manager cuts a rent or security deposit check to the landlord.

When clients complete the program and exit to self-sufficiency, they are followed up with every 3, 6, and 12 months. Jesse Tree staff review whether households' situations are better or worse and whether they need additional support.

Through the Emergency Rental Assistance program, over 95% of clients served over the past three years have remained in their housing. Our data speaks for itself: financial assistance and case management provided as a critical time intervention works to prevent homelessness.

D.3. What is the geographic service area(s) (e.g. Citywide, specific neighborhood, etc.)?

City of Meridian (citywide)

D.4. What is the eligibility criteria for services to be provided? How will eligible applicants be identified?

The target population includes low-income households who are most likely to become homeless based on specific risk factors and who are in the legal eviction process. All of the clients we serve are 80% Area Median Income or below.

A majority of households served in the City of Meridian are asset limited, income constrained, and employed (ALICE). This population has access to little or no state financial support programs and are one crisis away from financial instability.

For this grant, renters must reside in the City of Meridian to be eligible for assistance.

Clients' income and other eligibility criteria are assessed at the application phase, and again during the provision of case management when income and other required documentation is gathered.

D.5. How many Meridian residents will directly benefit from the services?

Persons:

375

Households:

125

D.6. Describe the anticipated impact of the proposed services.

Jesse Tree is requesting \$250,000, all of which would go to rental assistance or security deposit assistance for low-income Meridian renters facing eviction.

With other funding, Jesse Tree will provide complementary housing counseling and housing stability services that empower households to maintain or obtain housing during an eviction. Mediation will also be provided.

It costs Jesse Tree, on average, \$2,000 per household in the City of Meridian to keep someone in their home. With grant funding, 125 households and approximately 375 individuals who are residents of the City of Meridian will be prevented from being evicted and becoming homeless.

D.7. If your request is not fully funded, how will you scale your program/request for impact?

2022 has been Jesse Tree's busiest year to date. As of August 2022, over 700 households have received Emergency Rental Assistance (ERA) and case management services, nearly 100 of them from the City of Meridian. This is a significant increase from the 862 households the organization served in 2021. Still, Jesse Tree is turning away 75% of tenants who apply for assistance, and is not able to intervene in 80% of the eviction cases occurring in court due to lack of resources, including for City of Meridian residents.

Much of Jesse Tree's growth in services has been supported by a \$3 million ESG-CV grant which was received in July of 2021. With that grant, five case managers were hired and the team will have distributed all of the financial assistance in the grant when grant funding times out in November 2022. Jesse Tree has diverse funding streams and is currently in the process of creating a more robust individual, foundation, and corporate donor base. In addition, Jesse Tree has successfully raised grant funding to sustain most of its case management staff. However, the organization does not currently have the capacity to raise private funds to sustain capacity of the financial assistance component to its programming. This funding request will help Jesse Tree maintain its current service level for Meridian residents.

If funds are not received and programs are not sustained, Jesse Tree anticipates laying off additional case managers specially trained to prevent eviction and a significant reduction in the amount of financial assistance provided to Meridian residents. Right now, Jesse Tree is supporting 10-15 Meridian households each month. If funding is not received, that amount will be reduced to 1-3 Meridian households supported each month. At around the same time ESG-CV funds are expiring, tens of millions in other temporary federally funded programs for rental assistance being provided by the Boise City Ada County Housing Authority and the Idaho Housing and Finance Association will also run out. This will likely lead to an unprecedented eviction crisis and an increase in the number of individuals being evicted in court, seeking shelter, living outside, and needing costly homeless services - all of which could be prevented by stabilizing these households during a temporary crisis. Jesse Tree will need to further triage and prioritize who can be assisted, and will need to have more tough conversations with tenants who are applying for help, turning them away and allowing many households to slip through the cracks. Jesse Tree will also need to provide a smaller amount of assistance per household, which will impact a household's ability to find long-term stability, often leaving them susceptible to eviction again within the next few months.

D.8. Describe any anticipated barriers (e.g. staff shortages, capacity, outreach, etc.) and the plan to address them.

So far in 2022 Jesse Tree has already assisted over 700 families - almost 100 of them from the City of Meridian. Unfortunately, far more people call for rental assistance than we can help. As mentioned, the organization is only able to support 25% of people who apply for assistance. We expect this heightened demand to continue into 2023, and \$250,000 in funding from Meridian would allow Jesse Tree to sustain programming and meet the needs for more Meridian residents.

D.9. Describe the readiness of your organization to implement the project or services you are proposing.

Jesse Tree has been administering its Emergency Rental Assistance program, which provides support and case management to families experiencing a temporary financial crisis, since 1999 and is ready to implement the program immediately. This funding would replace other government funding that is timing out in November 2022, and simply allow the organization to sustain current programming.

As mentioned, Jesse Tree has utilized federal funds through the Community Development Block Grant (CDBG) program since 2001. The organization continues to administer grants through CDBG, Emergency Solutions Grant (ESG), and several other private funding streams. For 23 years Jesse Tree has been the Treasure Valley's only eviction and homeless prevention-focused organization working on the front lines of the housing crisis, providing support and financial assistance to low-income neighbors. Each staff member at Jesse Tree who would be involved in this grant now has at least two years of experience providing case management services and financial assistance to tenants in the City of Meridian who are at risk of eviction, leveraging many different funding streams.

Jesse Tree staff have decades of collective experience working with homeless and housing insecure populations, as well as persons with serious mental and physical health issues. Jesse Tree's case management team is trained and experienced in providing in-depth wrap-around support to clients throughout the eviction process, making sure they have what's needed to stay housed and become financially independent and self-sufficient moving forward. Staff are trained in mediation and work closely with landlords throughout the provision of case management, as well as basic landlord-tenant law so clients can be informed regarding basic information related to the eviction process and their rights and responsibilities so they can make informed decisions.

Jesse Tree is already a well-known resource for eviction and homeless prevention in the Treasure Valley community. As mentioned, the organization is currently receiving applications from 40-50 Meridian households each month. The Phone Line is fully staffed with a well-trained team of over 20 community volunteers to ensure applications for assistance can be triaged, and that quality services can be provided on the Phone Line. The organization maintains a sophisticated Client Relationship Management (CRM) software to ensure quality data collection and accurate reporting.

As mentioned above, Jesse Tree also maintains close relationships with Our Path Home to ensure people who fall into homelessness are connected to housing navigation and other housing resources for people experiencing homelessness. In collaboration with Our Path Home, CATCH, and the Boise City-Ada County Housing Authority (BCACHA), Jesse Tree is the designated lead prevention agency in the campaign to end family homelessness in Ada County by 2025. As mentioned in previous sections, the organization maintains and leads partnerships with many other community organizations to ensure tenants being served are connected to needed community resources.

To better address the deeper needs of the clients Jesse Tree is serving, in recent years, Jesse Tree has added partners in the healthcare, mental health and healthcare debt fields to address client needs and provide warm referrals to needed healthcare when necessary. In April 2022, Jesse Tree hired a Community Health Worker position who helps link clients being evicted due to health related issues to necessary services.

E. Budget and Outcomes

Completed by grants@jessetreeidaho.org on 9/15/2022 7:54 PM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

E. Budget and Outcomes

Please provide the following information.

MERIDIAN FUNDING

Provide a breakdown of the annual costs for the services.

Itemized Budget	EHA Funds Requested
Personnel	\$0.00
Direct Assistance	\$250,000.00
Administrative Costs	\$0.00
Other (describe below)	\$0.00
	\$250,000.00

Provide any descriptions that would be helpful in reviewing the proposed budget.

Jesse Tree is requesting \$250,000 to fund rental assistance and security deposit assistance (relocation assistance) to low-income Meridian tenants in the eviction process who are at high risk of falling into homelessness. The organization plans to provide all of the requested assistance directly to tenants in the form of rental and security deposit assistance.

Jesse Tree currently has other sustainable funds and grants to separately fund case management and mediator staff time and administrative costs. Case managers will provide housing counseling services, mediation services, budgeting help, connections to needed resources, and support directly in eviction court.

Administrative and operational costs for the program will also be covered by private grants and donations.

TIMELINE

Provide a timeline of anticipated activities, expenditures, and participants served with funds on a quarterly basis.

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Activities	Emergency Rental Assistance + Case Management	Emergency Rental Assistance + Case Management	Emergency Rental Assistance + Case Management	Emergency Rental Assistance + Case Management
Expenditures	\$62,500	\$62,500	\$62,500	\$62,500
Number Served	32 households / 96 individuals	31 households / 93 individuals	31 households / 93 individuals	31 households / 93 individuals

Provide any descriptions that would be helpful in reviewing the proposed timeline.

Jesse Tree is requesting \$250,000 to go towards financial assistance for Meridian City renters at risk of eviction or needing to relocate due to eviction, in the form of rental assistance and security deposit assistance.

Based on the number of Meridian residents we've helped with funding in the past and the expiration of a different temporary government grant (ESG-CV), fulfilling this funding request will allow Jesse Tree to sustain current programming.

Printed By: Crystal Campbell on 9/19/2022

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GOALS

Describe the goals of the program, the activities that will be conducted to accomplish those goals, and the expected outcome for participants served with funds. This will determine how the success of the program will be measured.

Goal	Activities	Expected Annual Outcome
Empower low-income renters to retain housing during eviction	Provide case management, mediation services, and financial assistance to tenants served to prevent eviction	Provide 375 individuals with rental assistance when they are at risk of eviction and prevent eviction for 125 households in Meridian. Of all households served, eviction and housing loss will be prevented in over 90% of cases.
Increase the ability of renters to sustain housing and overcome housing stability barriers in the long-term	Provide quality case management to renters at risk of eviction including budgeting education, housing stability planning, and connections to needed resources and employment	95% of households will maintain housing in the long-term according to Homeless Management Information System (HMIS) data
Reduce the inflow of individuals and households entering the homeless service system	Provide quality case management and financial assistance to vulnerable households at risk of eviction and homelessness	Reduce the inflow of individuals and households entering the homeless service system from the City of Meridian by at least 10%

F. Required Documents

Completed by grants@jessetreeidaho.org on 9/15/2022 3:25 PM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

F. Required Documents

Please provide the following information.

Documentation



Documentation of nonprofit or quasi-governmental entity status *Required

Jesse Tree 501(c)3 status letter.pdf



Client Intake Form

2022 ERA Intake Form.pdf



UEI and SAM Registration

Print the page from the website *Required

2022 SAM Registration.pdf

Submit

Completed by grants@jessetreeidaho.org on 9/16/2022 7:57 AM

Case Id: 30404

Name: Jesse Tree Emergency Rental Assistance - 2022-

Address: *No Address Assigned

Submit

DISCLAIMER:

The materials and information available as part of this application are for informational and guidance purposes only and not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to any particular issue or concern regarding your application or the laws and regulations appertaining thereunto. Use of and access to this application, any of the informational links and material contained within, and submission of an application do not create or establish an agreement or contact between your organization or the City of Meridian.

I have reviewed all applicable program guidelines and documentation and certify the information contained in this application is true and correct to the best of my knowledge.

Our Agency will not discriminate against any employee or applicant for employment because of race, color, sex, age, religion, handicap or national origin and takes affirmative action to ensure employees are treated equally during their employment without regard to race, color, sexual orientation, gender identity, veteran or disability status.

I certify that I am authorized to submit applications for funding and this document has been duly authorized by the governing board of the applicant.

Authorized Signature

Ali Rabe

Electronically signed by grants@jessetreeidaho.org on 9/16/2022 7:57 AM

Date

09/16/2022