

LOW BARRIER SEASONAL SHELTER GRANT AGREEMENT

THIS AGREEMENT is made and entered on the ____ day of ____, 2022, by and between the City of Billings, Montana, a municipal corporation ("City"), and United Way of Yellowstone County, a not-for-profit corporation acting as fiscal agent for the Yellowstone County Continuum of Care, ("Grantee"), collectively the "Parties."

Section 1. Amount of grant. The City agrees to award Grantee an amount not to exceed \$231,000 for the reimbursement of project costs and expenses to provide low-barrier seasonal shelter services as set forth in this Agreement and the attached Exhibit C - Budget of Project Expenses. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable under the terms outlined herein.

Section 2. Description of Grantee Project. Grantee agrees to provide low-barrier seasonal shelter services in accordance with Exhibit A – Scope of Services and Exhibit B – Program and Service Requirements to provide for a low-barrier emergency shelter.

Section 3. Duration of the Project. Grantee represents to the City that the project will begin no later than November 30, 2022, and shall be completed no earlier than March 15, 2022, and no later than April 30, 2023.

Section 4. Term of contract. The term of this Agreement is from November 1, 2022, through May 31, 2023.

Section 5. Supervision. Grantee shall provide oversight of the program and services, as administered by third-party agencies, as necessary. The program and services contemplated to be administered by third-party agencies are outlined in a Memorandum of Agreement ("MOA") entered into by Grantee and third-party agencies which is attached as Attachment 1 to Exhibit A and incorporated by reference.

Section 6. Processing payments/payment deadline. The City shall pay Grantee up to \$231,000.00 for eligible program expenses as follows:

- The City will make one payment in advance within five days of execution of this contract, in the amount of \$45,000 for startup expenses including but not limited to building improvements, purchase of equipment and supplies, and the first 30 days of operating expenses as set forth in Exhibit C.
- The remaining installments will be made monthly and will be a reimbursement for actual expenses incurred during the previous month. The first five (5) installments will be reduced by \$9,000 each until the initial installment payment is accounted for. Each monthly payment shall be paid to Grantee within fourteen (14) days

receipt of a monthly expense report with supporting documentation for the previous 30-day period. Grantee shall submit the monthly expense report no later than the 15th day of each month.

Section 7. Compliance with laws, general. Grantee shall at all times observe and comply with all laws, ordinances, or regulations of the Federal, State, County, and local government which may in any manner affect the performance of the Agreement. Grantee shall be liable to perform all functions in the same manner the City performs these functions.

Section 8. Maintenance of records. Grantee shall maintain all records pertinent to expenditures under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all audit findings, whichever occurs later.

Section 9. Inspection of records/audits of project.

- A. Records maintained by Grantee pursuant to this Agreement shall be available for inspection upon request by the City.
- B. Grantee agrees and authorizes the City to conduct on-site reviews by appointment to inspect personnel, financial, and other program records or any other audits of procedures and practices to assure compliance with this Agreement.

Section 10. Reporting requirements.

- A. Grantee will be required to submit quarterly reports to the City that includes the number of people served, both overall shelter nights and unduplicated individuals, program funds requested, and a summary of program achievements or highlights during the quarter. The second quarterly report shall be delivered upon project completion and include final outcomes, total program funds requested and delivered, number of shelter nights provided, and number of unduplicated individuals served.
- B. Grantee shall maintain client data demonstrating participation in services provided. Such data shall include client name, age, race/ethnicity, and other basic information. The data maintained must meet the minimum data requirements of the Montana Continuum of Care as outlined by the U.S. Department of Housing and Urban Development. The City understands that limited information may be captured based on the need to shelter clients who are unable or unwilling to divulge personal information.

Section 11. Successors and Assigns. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the City and the Grantee respectively and its

partners, successors, assigns, and legal representatives. Neither the City nor the Grantee shall have the right to assign, transfer, or sublet its interest or obligations hereunder without written consent of the other party.

Section 12. Grantee to indemnify and hold the City harmless. Grantee agrees to protect, indemnify, hold and save harmless and defend the City against any and all claims, costs, causes, actions and expenses, including but not limited to attorneys' fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors or agents of Grantee, on account of personal injuries or death, or damages to property occurring or resulting from this project, whether such loss, damage, injury or liability is contributed to by the negligence of the City or its officers, employees or agents, or by premises themselves or any equipment thereon whether latent or patent, or from other causes whatsoever, except that Grantee shall have no liability for damages or the costs incident thereto caused by the sole negligence of the City, or its officers, employees or agents.

Where claims, lawsuits or liability, including reasonable attorneys' fees and costs arise from any wrongful or negligent act of both the City and Grantee, the Grantee shall indemnify and hold the City harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including reasonable attorneys' fees and costs, caused by the Grantee's or any subcontractor's wrongful or negligent acts occurring as a result from the Grantee's performance pursuant to this Agreement.

Section 13. Limits of liability. Any liabilities of the City and its officials, employees and agents are governed and limited by the applicable provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Agreement.

Section 14. Insurance. The Grantee shall maintain in good standing the insurance described in this Section. Before rendering any services under this Agreement, the Grantee shall furnish the City with proof of insurance in accordance with this Section.

The Grantee shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual liability assumed under an insured agreement and personal injury coverage in the amount of \$750,000 per claim and \$1,500,000 per occurrence.
3. Automobile liability in the amount of \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the City prior to cancellation.

The City shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

Grantee shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Grantee shall maintain workers' compensation insurance coverage for all members and employees of Grantee's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

Grantee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent contractors.

Section 15. Grantee not an employee of the City. It is mutually understood and agreed that Grantee shall have full control of the ways and means of performing the services and that Grantee or its employees, representatives, subcontractors, or agents are in no sense employees of the City.

Section 16. Miscellaneous. Grantee agrees and represents that it is qualified to perform the services to be provided under this Agreement and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

The Grantee has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the City.

The Grantee will, if requested by the City, furnish the City affidavits certifying compliance with the provisions of this Section.

Section 17. Nondiscrimination.

- A. Grantee shall fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

- B. The Grantee shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The Grantee and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The Grantee and any subgrantee shall abide by the requirements of 41 CFR 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Grantee's legal duty to furnish information.

- C. The Grantee shall comply with any and all reporting requirements that may apply to it that the City may establish by regulation.

- D. The Grantee shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The Grantee shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this Agreement, so as to be binding upon every such subcontractor or vendor of the Grantee under this Agreement.
- F. The Grantee agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Section 18. Permits, laws, and taxes. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary for its performance under this Agreement. All actions taken by the Grantee under this Agreement shall comply with all applicable statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this Agreement.

Section 19. Nonwaiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 20. Termination of agreement. This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement.

The City may terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Grantee.

The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving thirty (30) days written notice from the City to the Grantee of violations for the following reasons:

- (a) Failure to perform the services or follow program requirements as set forth in Exhibit A - Scope of Services and Exhibit B – Program and Service Requirements.
- (b) Unauthorized or improper use of funds provided under this agreement.
- (c) Submission of an application, report or other document pertaining to this Agreement containing misrepresentation of any material aspect.
- (d) Breach of the any terms of this Agreement.

The City may elect to provide written notice of violations prior to termination and give Grantee the opportunity to correct any violations within thirty (30) days from receipt of notice. If violations are not corrected, the City may immediately terminate this agreement by written notice.

In the event there are insufficient guests being sheltered or in the event continued operation of the shelter is no longer economically feasible, the Grantee may terminate this Agreement by giving (10) days written notice to the City.

Section 21. Attorney's fees and costs. In the event it becomes necessary for either Party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement or to give any notice required herein, then the prevailing Party or the Party giving notice shall be entitled to reasonable attorney's fees and costs.

Section 22. Litigation location. The parties agree that this Agreement shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

Section 23. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

Section 24. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

Section 25. Modification and amendments. Any amendment or modification of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.

Section 26. Notice. Notices and communications under this Agreement shall be sent first class, prepaid mail to the respective parties as follows:

TO THE CITY:

Chris Kukulski, City Administrator
P.O. Box 1178
210 North 27th Street
Billings, MT 59101

TO THE GRANTEE:

Kari Boiter, Board President Yellowstone
County Continuum of Care c/o United
Way of Yellowstone County

2173 Overland Ave.
Billings, MT 59102

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS

GRANTEE, UNITED WAY OF
YELLOWSTONE COUNTY, as fiscal agent for
Yellowstone County Continuum of Care

WILLIAM A. COLE, MAYOR

SIGNATURE

PRINTED NAME

TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A - SCOPE OF SERVICES

United Way of Yellowstone County:

- Serve as fiscal agent and administrator of funds from the City of Billings, ensuring all MOA participants are compensated in accordance with the MOA in Attachment 1 and the project budget which is attached to the Agreement as Exhibit C
- Provide technical assistance and support to the Yellowstone County Continuum of Care, Billings First Congregational Church, and the Community Crisis Center as requested and appropriate.

Yellowstone County Continuum of Care (CoC):

- Coordinate communication and reporting to Billings City Council as required by the terms of any grant proposal
- Create and maintain a project within its Homeless Management Information System (HMIS) for enrolling shelter guests, tracking related data, and pulling project reports requested by MOA participants
- Provide technical assistance and support to Billings First Congregational Church and the Community Crisis Center as requested and appropriate
- Conduct monthly/annual meetings of the CoC membership
- Conduct Coordinated Entry and HMIS orientations and trainings as necessary and appropriate
- Coordinated Entry coordinator will review and approve data entered into HMIS by all Yellowstone County CoC participants, with the exception of any data protected under applicable privacy laws.

Community Crisis Center:

- Act as the primary drop-off location for law enforcement and first responders
- Provide trained staff to work on site at Billings First Congregational Church to provide mental health screening, Coordinated Entry assessments, diversion to alternate partners as appropriate, and timely entry of HIPAA-protected client data into HMIS.
- Act as liaison for CoC Coordinated Entry System, conducting nightly tracking of shelter diversion, including but not limited to:
 - 1) referrals to community partners; and
 - 2) overnight stays by clients
- Conduct and offer regular trainings on de-escalation and trauma-informed care and provide periodic coaching to contracted security, staff, and/or volunteers for the shelter at Billings First Congregational Church
- Provide transportation from Billings First Congregational Church to the Community Crisis Center for guests deemed to be in crisis and/or in need of care beyond what is available at the shelter site

Billings First Congregational Church:

- Provide adequate space for shelter operations located at 310 North 27th Street, Billings, Montana
- Oversee all shelter operations, including but not limited to contracted security, laundry and janitorial services, and other project management needs
- Act as project lead for HMIS, assuming responsibility for timely entry of shelter data, and developing mechanisms for:
 - 1) nightly shelter intake;
 - 2) nightly tracking of shelter stays; and
 - 3) determining number of unique individuals served

ATTACHMENT 1

MEMORANDUM OF AGREEMENT LOW BARRIER SEASONAL SHELTER NOVEMBER 15, 2022 – APRIL 30, 2023

MOA Overview

CONTEXT AND PURPOSE	<p>History: Below are key highlights that provide history and context for this MOA:</p> <ul style="list-style-type: none"> • The Yellowstone County Continuum of Care (CoC) responded to community need during the COVID-19 pandemic by creating and managing a <i>temporary</i> quarantine/isolation site and low-barrier shelter called Off The Streets. After developing a Consensus Agreement with 12 community partners, Off The Streets opened Oct. 31, 2020 with the intent to operate until Oct. 31, 2021. • As the closing date for Off The Streets approached, the CoC convened a Low Barrier Shelter Task Force with community partners interested in developing a <i>permanent</i> low-barrier shelter facility in Billings. Participants identified seasonal shelter as a top priority, directing the CoC to continue its low-barrier sheltering efforts through Mar. 31, 2022. • A catastrophic sewage leak required the closure of Off The Streets on Dec. 30, 2021. The CoC responded by setting up a temporary, emergency shelter in partnership with Billings First Congregational Church (BFCC) and the Community Crisis Center (CCC). The project operated in the basement of BFCC from Dec. 30, 2021 through Apr. 3, 2022, when funding expired. • The CoC made a series of presentations to Billings City Council on May 9, June 6, and June 20, 2022, seeking funding for the purpose of providing low-barrier shelter from Oct. 1, 2022 through Mar. 31, 2023. • On June 27, 2022, the Billings City Council voted 7-4 in favor of setting aside two mills in the Public Safety Mill Levy (approx. \$400,000), plus the City’s share of anticipated revenue from recreational cannabis taxes (approx. \$400,000), into a budget fund “explicitly designated for improving public safety and reducing crime in our community through programs addressing substance abuse, mental and behavioral health, housing essential to public safety, and related support services.” In the same motion, City Council directed the City Administrator to solicit input or proposals from groups who desire to provide seasonal low-barrier shelter services from Oct. 1, 2022 through Mar. 31, 2023 with consideration factors to include “location, costs, implementation plan, and success metrics.” • On September 26, 2022, the Billings City Council voted 7-2 in favor of awarding \$210,000 with related conditions and success metrics <p>Current: The CoC and its partners at BFCC and CCC, with United Way of Yellowstone County (UWYC) acting as fiscal agent for the project, now have plans in place to formally and fully develop a static site for seasonal low-barrier shelter from November 15, 2022 through April 30, 2023. BFCC has expressed a willingness to serve as a host location and manage contracted services as needed, with CCC committing to provide mental health screening, diversion to alternative service providers whenever possible, and Coordinated Entry assessments to a prioritized client load of up to five guests per night.</p> <p>MOA Purpose: This MOA is intended to clarify expectations of all parties.</p>
PARTICIPANTS	United Way of Yellowstone County (UWYC) Yellowstone County Continuum of Care (CoC), Billings First Congregational Church (BFCC), and Community Crisis Center (CCC).
ACTIVE DATE	November 15, 2022 – April 30, 2023

MEMORANDUM OF AGREEMENT

LOW BARRIER SEASONAL SHELTER

NOVEMBER 15, 2022 – APRIL 30, 2023

FORMAL AGREEMENTS: Participants agree to the following:

1. United Way of Yellowstone County Agrees To:
Serve as fiscal agent and primary administrator of funds from the City of Billings, ensuring all MOA participants are justly compensated in the manner outlined in final project budget submitted to City.
Provide technical assistance and support to the Yellowstone County Continuum of Care, Billings First Congregational Church, and the Community Crisis Center as requested and appropriate.
2. Yellowstone County CoC Agrees To:
Coordinate communication and reporting to City of Billings as required by grant terms and conditions.
Dedicate at least 20 hours/month of stipend or contracted services for compliance with City contract terms and conditions, and related government affairs responsibilities.
Create and maintain a project within its Homeless Management Information System (HMIS) for enrolling shelter guests, tracking related data, and compiling project reports requested by MOA parties.
Dedicate at least 20 hours/month of contracted services by CoC Coordinated Entry coordinator for management of above-outlined duties, and related training of contracted security, staff and volunteers.
Provide technical assistance and support to Billings First Congregational Church and the Community Crisis Center as requested and appropriate.
3. Community Crisis Center Agrees To:
Employ trained staff to work on site at Billings First Congregational Church to provide mental health screening, Coordinated Entry assessments, and diversion to alternate partners, as appropriate.
Act as liaison for CoC Coordinated Entry System, conducting nightly tracking of shelter diversion, including but not limited to: 1) referrals to community partners and 2) overnight stays by clients.
Dedicate at least 0.7 FTE (28 hours/week) of trained CCC staff for mental health screening, Coordinated Entry assessments, diversion to appropriate partners, and entry of HIPAA-protected data into HMIS.
Conduct and offer regular trainings on de-escalation and trauma-informed care and provide periodic coaching to contracted security, staff, and/or volunteers at Billings First Congregational Church.
Dedicate at least 0.1 FTE (4 hours/week) of CCC Director or a designee's time to training and coaching of project security, staff, and/or volunteers on trauma-informed care and de-escalation techniques.
Deliver transport from Billings First Congregational Church to the Community Crisis Center for guests deemed to be in crisis and/or in need of care beyond what is available at the low-barrier shelter site.
Provide assistance and support to Billings First Congregational Church as requested and appropriate.
4. Billings First Congregational Church Agrees To:
Accept and utilize designated funding from the City of Billings for shelter operations, and comply with all terms and conditions in the grant proposal.
Oversee and assume obligations for all shelter operations, starting as early as Nov. 15, 2022 and ending no later than Apr. 30, 2023, including but not limited to contracted security, laundry and janitorial services, and other project management needs and incidentals.
Dedicate at least 0.4 FTE (16 hours/week) via in-house staff or outside contractor(s) to appropriate oversight and project management tasks, in accordance with responsibilities outlined above.
Act as project lead for CoC Homeless Management Information System, assuming responsibility for entering all required data, and developing mechanisms for 1) nightly shelter intake 2) nightly tracking of shelter stays and 3) determining number of unique individuals served.

**MEMORANDUM OF AGREEMENT
LOW BARRIER SEASONAL SHELTER
NOVEMBER 15, 2022 – APRIL 30, 2023**

Shelter services provided by Billings First Congregational Church are owned and managed by the Church, with technical assistance from the Community Crisis Center and the Yellowstone County Continuum of Care. MOA participants agree and affirm this project is not affiliated with the former Off The Streets site operated by the CoC, nor the newly-established corporation of the same name. Similarly, this project is not affiliated with My Backyard nor previous projects to provide shelter through the CCC, BFCC or the CoC, whether individually or collectively.

Billings First Church and Community Crisis Center will maintain appropriate insurance policies for full and complete coverage of project and its related terms and contract responsibilities, along with a requirement that contracted security carry an additional \$1 million general liability insurance policy. The City of Billings and the Yellowstone County Continuum of Care and its partners are to be fully indemnified and held harmless in any pending or future claims or related litigation stemming from operation of a seasonal shelter under the terms of this MOA.

This MOA is entered into voluntarily. Participants acknowledge this Agreement constitutes a statement of mutual understanding and intentions. Agreement may be modified with written consent of all parties.

AUTHORIZED SIGNATURES:

Signature: _____
Kim Lewis, President & CEO, United Way of Yellowstone County

Date: _____

Signature: _____
Kari Boiter, Board President, Yellowstone County CoC

Date: _____

Signature: _____
MarCee Neary, Director, Community Crisis Center

Date: _____

Signature: _____
Lisa Harmon, Senior Pastor, Billings First Congregational Church

Date: _____

EXHIBIT B - PROGRAM AND SERVICE REQUIREMENTS

Program Elements

Grantee must adhere to the following principles:

- Access to shelter is not contingent on sobriety*, minimum income requirements, lack of a criminal record, completion of treatment, participation in services, nor limited solely by physical ability, mental or behavioral diagnoses, or other unnecessary conditions.
- Guests will be connected with available support services, which are intended to be voluntary, client-driven, individualized, and flexible.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use is a part of people's lives.
- Guests can expect non-judgmental communication regarding drug and alcohol use and will be offered support regarding ways to minimize risky behaviors and engage in safer practices.

At a minimum, Grantee must meet the following criteria which are based on evidence-based practices for low-barrier emergency shelter programs:

- ADA accessibility
- Accommodates service animals and provides alternative shelter arrangements for companion animals
- Does not discriminate based on protected classes
- Sobriety* and treatment are voluntary
- Does not exclude people with criminal convictions, poor credit, or eviction histories
- Does not require documentation of identification, custody, or citizenship
- Does not turn away clients because of a lack of income or the appearance of an unwillingness to participate in services or employment

**Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities should establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier facilities.*

Coordinated Entry System: All four Core Elements of the CoC's Coordinated Entry program must be met in order to be fully compliant. U.S. Housing and Urban Development defines these Core Elements as: Access, Assessment, Prioritization, and Referral.

Continuum of Care: Good faith participation in the CoC is required. Good faith participation includes, but is not limited to, compliance with the Coordinated Entry

System, timely entry of necessary data into HMIS, participation in the annual Point in Time Count survey, attendance at monthly/annual meetings of the CoC membership, attendance and participation in Coordinated Entry and HMIS orientations and trainings, and any other data gathering required by the CoC for program analysis and evaluation.

Hours of operation: The shelter shall be open to the public from 6:30 pm – 6:30 am.

Required Policies and Procedures. Grantee shall develop and maintain policies and procedures consistent with local, state, and federal law. Copies of all policies and procedures must be developed and provided to City prior to the emergency shelter's operation. The policies shall include, but are not limited to, the following:

- Disaster response and recovery plan. Plans must include provisions for evacuation, and resumption of services;
- Shelter's housekeeping and maintenance protocol;
- Storage of personal property;
- Policies for behavioral expectations, rule violations, suspension of services, and protocol for returning to programming;
- Written standards for the administration of medication (if applicable);
- Personnel/Volunteer policies, including protocol regarding drug screening and background checks;
- Safety and impairment protocol for guests regarding physical disabilities and/or behavioral health or substance use.

Safety Procedures

Grantee acknowledges that it is responsible for all necessary training for its contracted security, staff and/or volunteers regarding safety and security. Grantee also acknowledges that any staff, agents, or subgrantees shall follow all required safety protocols of the City while they are on site.

Maximum Capacity:

The maximum capacity of the shelter facility shall not exceed the limit established by the City Fire Department and Building officials.

Prohibited Activities:

- Guests shall not loiter on the property during non-operating hours.
- Guests will not be granted access to the property without a staff member present.
- No one under the age of 18 shall be allowed to stay at the shelter unless accompanied by a parent or legal guardian.
- Drug and alcohol use on site shall not be tolerated and may be grounds for suspension of shelter services.

EXHIBIT C - BUDGET OF PROJECT EXPENSES

Low-Barrier Shelter

Seasonal Budget



November 1, 2022 - April 30, 2023		November	December	January	February	March	April	Project Subtotal
Category	Expense	Amount	Amount	Amount	Amount	Amount	Amount	Amount
BFCC	Contracted Security Staff (Includes HMIS Data Entry)	\$17,350.00						
			\$17,350.00	\$17,350.00	\$17,350.00	\$17,350.00	\$17,350.00	\$104,100.00
	Facility Usage Fees (Includes Utility Costs)	\$4,000.00						
			\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$24,000.00
	Janitorial and Cleaning Services (Includes Daily Laundry Expense)	\$3,000.00						
			\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$18,000.00
	Program Incidentals (Supplies, Equipment, Repairs)	\$1,000.00						
			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$6,000.00
	Project Management - 0.4 FTE (In-House or Contracted Services)	\$1,500.00						
			\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$9,000.00
Subtotal:	Indirect Costs/Oversight	\$500.00						
			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
CCC	CCC Trained Staff - 0.5 FTE (Includes MH Screening/Diversion)	\$1,875.00						
			\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$11,250.00
	CCC Trained Staff - 0.2 FTE (Includes CES Assessments)	\$750.00						
			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$4,500.00
	CCC Training/Coaching - 0.1 FTE (Trauma-Informed/De-escalation)	\$400.00						
			\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$2,400.00
	Transportation Expenses (Driver, Vehicle & Related Costs)	\$500.00						
			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
Subtotal:	Indirect Costs/Oversight	\$500.00						
			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
CoC	Government Affairs - 20 hrs/mo. (Stipend or Contracted Services)	\$750.00						
			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$4,500.00
	Coordinated Entry - 20 hrs/mo. (Contracted Services)	\$750.00						
			\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$4,500.00
Subtotal:	Indirect Costs/Oversight	\$500.00						
			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
UWYC	Fiscal Management (Chief Financial Officer)	\$900.00						
			\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$5,400.00
	Project Management (Director of Impact)	\$900.00						
			\$900.00	\$900.00	\$900.00	\$900.00	\$900.00	\$5,400.00
	Project Coordination (Executive Assistant)	\$700.00						
		\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$4,200.00	
	Office Administration (Administrative Assistant)	\$500.00						
		\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
Subtotal:	Indirect Costs/Oversight	\$500.00						
			\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$3,000.00
TOTAL		\$36,875.00	\$36,875.00	\$36,875.00	\$36,875.00	\$36,875.00	\$36,875.00	\$221,250.00

1.0% fee for UWYC to administer contract is spread
 *Discounted from standard 15% project administration fee

HOURLY WAGE BREAKDOWN

BFCC Project Management (0.4 FTE)

16 hrs/wk x 26 weeks = 416 hours
\$1,500/mo x 6 months = \$9,000
\$9,000 / 416 hours = **\$21.63/hour**

CCC Trained Staff - Screening/Diversion (0.5 FTE)

20 hrs/wk x 26 weeks = 520 hours
\$1,875/mo x 6 months = \$11,250
\$13,500 / 624 hours = **\$21.63/hour**

CCC Trained Staff - CE Assessments (0.2 FTE)

8 hrs/wk x 26 weeks = 208 hours
\$750/mo x 6 months = \$4,500
\$4,500 / 182 hours = **\$21.63/hour**

CCC Training/Coaching (0.1 FTE)

4 hrs/wk x 26 weeks = 104
\$400/mo x 6 months = \$2,400
\$2,400 / 104 hours = **\$23.08/hour**

CoC Government Affairs Coordinator (20 hrs/mo)

20 hrs/mo x 6 months = 120 hours
\$750/mo x 6 months = \$4,500
\$4,500 / 120 hours = **\$37.50/hour**

CoC Coordinated Entry Coordinator (20 hrs/mo)

20 hrs/mo x 6 months = 120 hours
\$750/mo x 6 months = \$4,500
\$4,500 / 120 hours = **\$37.50/hour**